



ORDER AGREEMENT

Sales Type: LEASE

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

EQUIPMENT BILL TO INFORMATION		
Customer Legal Name: PENN-DELCO SCHOOL DISTRICT		
Address Line 1: 2821 CONCORD RD		Contact: Erik Zebley
Address Line 2:		Phone: (610)497-6300
City: ASTON		E-mail: ezebley@pdsd.org
ST/Zip: PA/19014-2945	County: DELAWARE	Fax:

Check all that apply:

- ☐ PO Included PO#
- ☐ PS Service (Subject to and governed by additional Terms and Conditions)
- ☐ TS PO# (if applicable)
- ☐ IT Service (Subject to and governed by additional Terms and Conditions)
- ☒ Sales Tax Exempt (Attach Valid Exemption Certificate)
- ☒ Fixed Rate Service Term 60 Months
- ☒ Syndication
- ☒ Add to Existing Service Contract # 4800326

SERVICE INFORMATION			
SERVICE BILL TO INFORMATION			
Customer Legal Name: PENN-DELCO SCHOOL DISTRICT			
Address Line 1: 2821 CONCORD RD		Contact: Erik Zebley	
Address Line 2:		Phone: (610)497-6300	
City: ASTON		E-mail: ezebley@pdsd.org	
ST/Zip: PA/19014-2945	County: DELAWARE	Fax:	
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency	Service Type
60	QUARTERLY	ANNUALLY	GOLD

Guaranteed Group Total Allowance ANNUALLY		Group Overages		Service Base QUARTERLY
B/W	12	B/W	.0038	\$0.00
Color	0	Color	.048	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2881 PANCOAST AVE SUN VALLEY HIGH SCHLHS Guidance	ASTON PA/19014-2800 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org

PRODUCT INFORMATION



Product Description	QTY
RICOH IM2500A CONFIGURABLE PTO MODEL	1

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2881 PANCOAST AVE SUN VALLEY HIGH SCHLHS Dwing	ASTON PA/19014-2800 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description		QTY		
RICOH IM6000 CONFIGURABLE PTO MODEL		1		

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2881 PANCOAST AVE SUN VALLEY HIGH SCHLHS Main Office	ASTON PA/19014-2800 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description		QTY		
RICOH PC600 CONFIGURABLE PTO MODEL		1		

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2801 CONCORD RD NMS Main Office	ASTON PA/19014-2995 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description		QTY		
RICOH PC600 CONFIGURABLE PTO MODEL		1		

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	900 TRYENS RD Aston Main Office	ASTON PA/19014-1522 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description		QTY		
RICOH PC600 CONFIGURABLE PTO MODEL		1		

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	1 COEBURN BLVD Coeburn Main Office	BROOKHAVEN PA/19015-1641 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description		QTY		



RICOH PC600 CONFIGURABLE PTO MODEL	1
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SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2 E FORESTVIEW RD Parkside Main Office	BROOKHAVEN PA/19015-3100 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH PC600 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	3300 RICHARD RD Pennell Main Office	ASTON PA/19014-2636 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH PC600 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2 E FORESTVIEW RD Parkside	BROOKHAVEN PA/19015-3100 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2881 PANCOAST AVE SUN VALLEY HIGH SCHLHS	ASTON PA/19014-2800 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2881 PANCOAST AVE SUN VALLEY HIGH SCHLHS	ASTON PA/19014-2800 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	



SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2881 PANCOAST AVE SUN VALLEY HIGH SCHLHS	ASTON PA/19014-2800 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

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Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2881 PANCOAST AVE SUN VALLEY HIGH SCHLHS	ASTON PA/19014-2800 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

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Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2881 PANCOAST AVE SUN VALLEY HIGH SCHLHS	ASTON PA/19014-2800 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

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PENN DELCO SCHL DIST	2881 PANCOAST AVE SUN VALLEY HIGH SCHLHS	ASTON PA/19014-2800 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

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Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2881 PANCOAST AVE SUN VALLEY HIGH SCHLHS	ASTON PA/19014-2800 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	



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PENN DELCO SCHL DIST	2881 PANCOAST AVE SUN VALLEY HIGH SCHLHS	ASTON PA/19014-2800 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

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Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2881 PANCOAST AVE SUN VALLEY HIGH SCHLHS	ASTON PA/19014-2800 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

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Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2881 PANCOAST AVE SUN VALLEY HIGH SCHLHS	ASTON PA/19014-2800 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

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PENN DELCO SCHL DIST	2881 PANCOAST AVE SUN VALLEY HIGH SCHLHS	ASTON PA/19014-2800 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

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PENN DELCO SCHL DIST	2881 PANCOAST AVE SUN VALLEY HIGH SCHLHS	ASTON PA/19014-2800 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
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PENN DELCO SCHL DIST	2881 PANCOAST AVE SUN VALLEY HIGH SCHLHS	ASTON PA/19014-2800 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2801 CONCORD RD NMS	ASTON PA/19014-2995 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

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Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2801 CONCORD RD NMS	ASTON PA/19014-2995 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
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PENN DELCO SCHL DIST	2801 CONCORD RD NMS	ASTON PA/19014-2995 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
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Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2801 CONCORD RD NMS	ASTON PA/19014-2995 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

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PENN DELCO SCHL DIST	2801 CONCORD RD NMS	ASTON PA/19014-2995 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
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Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2801 CONCORD RD NMS	ASTON PA/19014-2995 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
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Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2801 CONCORD RD NMS	ASTON PA/19014-2995 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

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Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2801 CONCORD RD NMS	ASTON PA/19014-2995 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

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Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2801 CONCORD RD NMS	ASTON PA/19014-2995 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1	City	Contact	Phone



	Address Line 2	ST/Zip County		E-mail Fax
PENN DELCO SCHL DIST	2801 CONCORD RD NMS	ASTON PA/19014-2995 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2801 CONCORD RD NMS	ASTON PA/19014-2995 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

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Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2801 CONCORD RD NMS	ASTON PA/19014-2995 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2801 CONCORD RD NMS	ASTON PA/19014-2995 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2801 CONCORD RD NMS	ASTON PA/19014-2995 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip	Contact	Phone E-mail



		County		Fax
PENN DELCO SCHL DIST	900 TRYENS RD Aston	ASTON PA/19014-1522 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	900 TRYENS RD Aston	ASTON PA/19014-1522 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	900 TRYENS RD Aston	ASTON PA/19014-1522 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	900 TRYENS RD Aston	ASTON PA/19014-1522 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	900 TRYENS RD Aston	ASTON PA/19014-1522 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax



PENN DELCO SCHL DIST	900 TRYENS RD Aston	ASTON PA/19014-1522 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	1 COEBURN BLVD Coeburn Library	BROOKHAVEN PA/19015-1641 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	1 COEBURN BLVD Coeburn 117	BROOKHAVEN PA/19015-1641 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	1 COEBURN BLVD Coeburn 3rd Grade	BROOKHAVEN PA/19015-1641 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	1 COEBURN BLVD Coeburn Faculty Room	BROOKHAVEN PA/19015-1641 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	1 COEBURN BLVD	BROOKHAVEN	Mark Thomas	(610) 497-6300



	Coeburn 5th Grade	PA/19015-1641 DELAWARE		mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	1 COEBURN BLVD Coeburn	BROOKHAVEN PA/19015-1641 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2 E FORESTVIEW RD Parkside	BROOKHAVEN PA/19015-3100 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2 E FORESTVIEW RD Parkside	BROOKHAVEN PA/19015-3100 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	2 E FORESTVIEW RD Parkside	BROOKHAVEN PA/19015-3100 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description			QTY	
RICOH P800 CONFIGURABLE PTO MODEL			1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	3300 RICHARD RD Pennell Copy Room	ASTON PA/19014-2636	Mark Thomas	(610) 497-6300 mthomas@pdsd.org



	DELAWARE	
PRODUCT INFORMATION		
Product Description	QTY	
RICOH P800 CONFIGURABLE PTO MODEL	1	

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	3300 RICHARD RD Pennell Room 213	ASTON PA/19014-2636 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description	QTY			
RICOH P800 CONFIGURABLE PTO MODEL	1			

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	3300 RICHARD RD Pennell Faculty	ASTON PA/19014-2636 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description	QTY			
RICOH P800 CONFIGURABLE PTO MODEL	1			

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	3300 RICHARD RD Pennell 5th Grade	ASTON PA/19014-2636 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description	QTY			
RICOH P800 CONFIGURABLE PTO MODEL	1			

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	3300 RICHARD RD Pennell Lab	ASTON PA/19014-2636 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org
PRODUCT INFORMATION				
Product Description	QTY			
RICOH P800 CONFIGURABLE PTO MODEL	1			

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
PENN DELCO SCHL DIST	3300 RICHARD RD Pennell 3rd Grade	ASTON PA/19014-2636 DELAWARE	Mark Thomas	(610) 497-6300 mthomas@pdsd.org



33514972



33514972



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:	
Additional Provisions: <i>Insert ANY additional provisions here</i>	(Excludes Tax)	

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature:	Authorized Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Terms and Conditions for Order Agreement

These Terms and Conditions for Order Agreement (together with the Order (defined below), the "Agreement") set forth the specific terms and conditions under which Ricoh USA, Inc. ("Rico") agrees to sell the specific equipment, software, and/or hardware ("Products") and/or provide the services ("Services") identified on the order (in the form provided by Ricoh) attached to these Terms and Conditions for Order Agreement (the "Order") to the "Customer" identified in the Order. To obtain Products and/or Services from Ricoh, Customer will execute the Order.

Terms applicable to Service transactions only:

1. **Services.** (a) An Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.

(b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.



(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including, without limitation, using unauthorized media, improper voltage, or the use of consumable or other supplies or media that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning, humidity control, or other failure to provide a suitable operating environment; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) repairs or replacements that are materially hindered by Customer's failure to perform the Customer obligations set forth in this Agreement; (v) repairs or replacement of any removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (vi) consumable supplies such as paper, staples, refillable staple cartridges (even under a staples inclusive Order), or any toner (other than black, cyan, yellow, magenta under a toner inclusive Order), unless expressly provided for in the Order; (vii) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (viii) any software, system support or related connectivity unless specified in writing by Ricoh; (ix) parts no longer available from the applicable manufacturer; (x) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (xi) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xii) maintenance or repairs of any Serviced Product that is relocated by someone other than Ricoh or a Ricoh authorized agent until such Serviced Product passes inspection by a Ricoh technician at the new location demonstrating that the Serviced Product was not damaged during the move and functions in accordance with the applicable manufacturer's specifications, and Customer understands that a minimum one (1) hour labor charge (or longer, depending on the circumstances) at then-prevailing time and materials rates will apply for inspection of the equipment at the new location; (xiii) repairs of damage or increase in service time caused by Force Majeure Conditions; (xiv) reconditioning and similar major overhauls of Serviced Products; (xv) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xvi) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer's request and paid at Ricoh's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under an Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls.** Unless otherwise specified in the Order, service calls will be made during 8:00am – 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "RicoH Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on RicoH Holidays, 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 at overtime rates in effect at the time the service call is made. While at Customer's site, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing, do not conflict with the terms and conditions of this Agreement, and do not impose any additional financial or legal burden on Ricoh.

3. **Term; Early Termination.** This Agreement shall become effective on the date that Ricoh accepts the Order and shall continue for the term identified in the Order. At the expiration of the term identified in the Order, it will automatically renew for successive twelve (12) month periods unless notice of termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term." Customer may terminate this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate this Agreement for convenience when the Order has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, an early termination fee in accordance with the following ("Termination Fee"): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs any time after the twenty-fourth (24th) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of the Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in the Order; or (ii) in the event the Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

4. **Service Charges.** (a) Service charges ("Service Charges") will be set forth on the Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the Order may result in an increase of Service Charges or the termination of the Agreement; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time),



postage/mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in the Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images or other image sizes. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term of the Order exceeds twelve (12) months, and (i) the Service Charges or rates expressly set forth in the Order are not fixed for a period longer than twelve (12) months, then the Service Charges and any rate expressly set forth in the Order may be increased by Ricoh up to fifteen percent (15%) of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice, or (ii) the Service Charges or any rates expressly set forth in the Order are fixed for a period longer than twelve (12) months, then upon the expiration of the period during which the fixed Service Charges or other rates are fixed, the Service Charges or other rates may be increased by Ricoh in an amount up to fifteen percent (15%) of the then-current Service Charges and rates multiplied by the number of years during which the Service Charges or other rates were fixed, and Customer expressly consents to such adjustment without additional notice.

5. **Use of Recommended Supplies; Meter Readings.** (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products, that do not conform to the manufacturer's specifications, or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the Agreement with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on the Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If Customer fails to provide actual and accurate meter readings to Ricoh in accordance with the billing schedule set forth on the Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to twenty-five dollars (\$25.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate. Customer shall notify Ricoh within forty-eight (48) hours of any Serviced Product moves, installation/deinstallation, and/or removal of managed and monitored Serviced Products that impact AMR.

6. **Connectivity and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh ("Professional Services") by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in the Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under the Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

7. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels); (iii) all supplies that Ricoh provides as part of the Services are only for use with the Serviced Products and Customer may not resell any supplies; (iv) upon expiration or termination of the applicable Services or change to a service program that does not include supplies, Customer must promptly return to Ricoh all unused supplies provided as part of the Services, otherwise Customer will be billed for and will pay for all such unreturned supplies; and (v) if Customer is participating in



Ricoh's trained customer replaceable units program ("TCRU Program"), then Customer must follow the return requirements of the TCRU Program and, if Customer does not return any units in accordance with the terms of the TCRU Program, then, in addition to any other amounts owed, Customer will pay for the unreturned units. In addition, Customer agrees to use Ricoh's remote, self-service support tools (which are available at www.My.Ricoh-USA.com, or a successor site, at no additional charge) to resolve common uncomplicated issues quickly and conveniently. If Customer does not use the available self-service support tools, then Ricoh may charge additional fees at the then-prevailing time and materials rates for performing those tasks on Customer's behalf.

8. **Insurance.** Each party certifies that it maintains, through self-insurance or otherwise, 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 the Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.

9. **Indemnification.** Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

Terms applicable to Product sale transactions only:

10. **Order; Delivery and Acceptance.** An Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the Order. Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by the Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. The Order shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

11. **Title; Risk of Loss.** Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer: (i) upon delivery by Ricoh to common carrier; or (ii) in the case of an arranged delivery by a local Ricoh installation vehicle, upon delivery by such vehicle to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

12. **Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and are the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

Terms applicable to all transactions:

13. **Warranty.** Ricoh agrees to perform its Services: (a) in a good and workmanlike manner; (b) using reasonable care and skill; and (c) according to the description contained in the Order. 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, which shall be an exclusive remedy for such non-compliance. Customer acknowledges that Ricoh's performance of Services is dependent upon Customer's timely and effective performance of its responsibilities. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. All Ricoh and/or third-party software provided by Ricoh is licensed, not sold, and is subject to the server, seat, quantity and/or other usage restrictions set forth in



each applicable license agreement, license terms, or subscription terms relating to such intangible property or associated services (each such license of grant of rights to access or use, a "Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Licensor") and the restrictions set forth in the Order. Ricoh has no right, title or interest in any third-party software (including any open-source software) and Ricoh makes no representations and provides no representations or warranties with respect thereto. Customer is solely responsible for entering into and complying with Software Licenses with the applicable Licensor and acknowledges that its rights and obligations with respect to such software, as well as those of the Licensor, are solely as set forth in such Software Licenses. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE ORDER, 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. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER OR A THIRD PARTY 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 UNDER THIS AGREEMENT. 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.

14. **Limitations.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

15. **Payment; Taxes.** Payment terms are net ten (10) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

16. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in the Order immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under the Agreement, and the Termination Fee.

17. **Non-Solicitation; Independent Contractors.** Customer agrees that during the Term of the Order and for a period of one (1) year after termination or expiration of the Order, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

18. **Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, natural disasters, extreme weather, floods, transportation suspensions or delays, infrastructure failures, utility outages, demonstrations, pandemics, epidemics, plague, outbreaks of infectious disease, public health crises (including quarantine or other employee restrictions), prohibitions or restrictions on travelling, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations (including restrictions on meeting or working in groups), unavailability of Services, personnel or materials or other causes beyond Ricoh's control ("Force Majeure Conditions"). If Force Majeure Conditions arise in a manner that, as determined in Ricoh's reasonable judgement, modify the conditions of Ricoh's performance of one or more Services in a material manner, then Ricoh will use good faith efforts to continue providing the Services; however, in that event, Ricoh may upon



thirty (30) days' advance notice to Customer increase the Service Charges and other applicable fees by a reasonable amount related to the Force Majeure Conditions.

19. **Hardware Logs.** Under this Agreement, Customer may order certain hardware Products (or Customer may have independently obtained hardware products outside of this Agreement) that create and store logs concerning its operation that may include information about individual end-users, such as employees' work email addresses, IP addresses of assigned workstations, and other personal information. Ricoh, its corporate parent, and their subsidiaries and affiliates in some cases use device logs to update and upgrade the features of products, authenticate end users, and provide end-user support and other customer service. Additional information about applicable device logging features, including Customer's options for configuring those features, appears in the applicable product documentation, copies of which are available to Customer at no additional charge for Ricoh Products. Except as Customer otherwise instructs Ricoh in writing, Customer: (a) authorizes Ricoh to install and configure the Products ordered under this Agreement using its default device log settings; and (b) instructs Ricoh to process the personal information included in device logs, if any, subject to: (i) Ricoh's confidentiality and privacy obligations to Customer (if any); (ii) solely to perform under this Agreement; and (iii) in accordance with applicable law for the purposes stated above and for no other purpose.

20. **Electronic Signatures.** Each party agrees that electronic signatures of the parties on this Agreement will have the same force and effect as manual signatures.

21. **Governing Law; Entire Agreement.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in these Terms and Conditions for Order Agreement and those contained in the Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. 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 this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept the Order under this Agreement by either its signature or by commencing performance (e.g., Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all laws directly applicable to its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road, Macon, GA 31210.

Initials





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

Product Schedule

Product Schedule Number:
Master Lease Agreement Number: 1005693

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and PENN-DELCO SCHOOL DISTRICT, 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.

CUSTOMER INFORMATION

PENN-DELCO SCHOOL DISTRICT				Erik Zebley			
Customer (Bill To)				Billing Contact Name			
2801 CONCORD RD				2821 CONCORD RD			
Product Location Address				Billing Address (if different from location address)			
ASTON	DELAWARE	PA	19014-2995	ASTON	DELAWARE	PA	19014-2945
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (610)497-6300		Billing Contact Facsimile Number		Billing Contact E-Mail Address ezebley@pdsd.org			

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model	Street Address/City/State/Zip
1	RICOH P800 CONFIGURABLE PTO MODEL	2801 CONCORD RD, ASTON, PA, 19014-2995, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2801 CONCORD RD, ASTON, PA, 19014-2995, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2801 CONCORD RD, ASTON, PA, 19014-2995, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2801 CONCORD RD, ASTON, PA, 19014-2995, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2801 CONCORD RD, ASTON, PA, 19014-2995, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2801 CONCORD RD, ASTON, PA, 19014-2995, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2801 CONCORD RD, ASTON, PA, 19014-2995, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2801 CONCORD RD, ASTON, PA, 19014-2995, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2801 CONCORD RD, ASTON, PA, 19014-2995, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2801 CONCORD RD, ASTON, PA, 19014-2995, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2881 PANCOAST AVE, ASTON, PA, 19014-2800, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2881 PANCOAST AVE, ASTON, PA, 19014-2800, US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	2881 PANCOAST AVE, ASTON, PA, 19014-2800, US
1	RICOH IM6000 CONFIGURABLE PTO MODEL	2881 PANCOAST AVE, ASTON, PA, 19014-2800, US
1	RICOH PC600 CONFIGURABLE PTO MODEL	2881 PANCOAST AVE, ASTON, PA, 19014-2800, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2 E FORESTVIEW RD, BROOKHAVEN, PA, 19015-3100, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2881 PANCOAST AVE, ASTON, PA, 19014-2800, US
1	RICOH P800 CONFIGURABLE PTO MODEL	900 TRYENS RD, ASTON, PA, 19014-1522, US
1	RICOH P800 CONFIGURABLE PTO MODEL	900 TRYENS RD, ASTON, PA, 19014-1522, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2881 PANCOAST AVE, ASTON, PA, 19014-2800, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2881 PANCOAST AVE, ASTON, PA, 19014-2800, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2881 PANCOAST AVE, ASTON, PA, 19014-2800, US
1	RICOH P800 CONFIGURABLE PTO MODEL	900 TRYENS RD, ASTON, PA, 19014-1522, US
1	RICOH P800 CONFIGURABLE PTO MODEL	900 TRYENS RD, ASTON, PA, 19014-1522, US
1	RICOH P800 CONFIGURABLE PTO MODEL	900 TRYENS RD, ASTON, PA, 19014-1522, US
1	RICOH PC600 CONFIGURABLE PTO MODEL	2801 CONCORD RD, ASTON, PA, 19014-2995, US
1	RICOH PC600 CONFIGURABLE PTO MODEL	900 TRYENS RD, ASTON, PA, 19014-1522, US
1	RICOH PC600 CONFIGURABLE PTO MODEL	1 COEBURN BLVD, BROOKHAVEN, PA, 19015-1641, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2881 PANCOAST AVE, ASTON, PA, 19014-2800, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2881 PANCOAST AVE, ASTON, PA, 19014-2800, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2881 PANCOAST AVE, ASTON, PA, 19014-2800, US
1	RICOH PC600 CONFIGURABLE PTO MODEL	2 E FORESTVIEW RD, BROOKHAVEN, PA, 19015-3100, US
1	RICOH PC600 CONFIGURABLE PTO MODEL	3300 RICHARD RD, ASTON, PA, 19014-2636, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2881 PANCOAST AVE, ASTON, PA, 19014-2800, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2881 PANCOAST AVE, ASTON, PA, 19014-2800, US



1	RICOH P800 CONFIGURABLE PTO MODEL	2801 CONCORD RD, ASTON, PA, 19014-2995, US
1	RICOH P800 CONFIGURABLE PTO MODEL	900 TRYENS RD, ASTON, PA, 19014-1522, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2 E FORESTVIEW RD, BROOKHAVEN, PA, 19015-3100, US
1	RICOH P800 CONFIGURABLE PTO MODEL	3300 RICHARD RD, ASTON, PA, 19014-2636, US
1	RICOH P800 CONFIGURABLE PTO MODEL	3300 RICHARD RD, ASTON, PA, 19014-2636, US
1	RICOH P800 CONFIGURABLE PTO MODEL	3300 RICHARD RD, ASTON, PA, 19014-2636, US
1	RICOH P800 CONFIGURABLE PTO MODEL	3300 RICHARD RD, ASTON, PA, 19014-2636, US
1	RICOH P800 CONFIGURABLE PTO MODEL	3300 RICHARD RD, ASTON, PA, 19014-2636, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2801 CONCORD RD, ASTON, PA, 19014-2995, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2801 CONCORD RD, ASTON, PA, 19014-2995, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2801 CONCORD RD, ASTON, PA, 19014-2995, US
1	RICOH P800 CONFIGURABLE PTO MODEL	3300 RICHARD RD, ASTON, PA, 19014-2636, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2881 PANCOAST AVE, ASTON, PA, 19014-2800, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2881 PANCOAST AVE, ASTON, PA, 19014-2800, US
1	RICOH P800 CONFIGURABLE PTO MODEL	1 COEBURN BLVD, BROOKHAVEN, PA, 19015-1641, US
1	RICOH P800 CONFIGURABLE PTO MODEL	1 COEBURN BLVD, BROOKHAVEN, PA, 19015-1641, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2881 PANCOAST AVE, ASTON, PA, 19014-2800, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2881 PANCOAST AVE, ASTON, PA, 19014-2800, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2881 PANCOAST AVE, ASTON, PA, 19014-2800, US
1	RICOH P800 CONFIGURABLE PTO MODEL	1 COEBURN BLVD, BROOKHAVEN, PA, 19015-1641, US
1	RICOH P800 CONFIGURABLE PTO MODEL	1 COEBURN BLVD, BROOKHAVEN, PA, 19015-1641, US
1	RICOH P800 CONFIGURABLE PTO MODEL	1 COEBURN BLVD, BROOKHAVEN, PA, 19015-1641, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2 E FORESTVIEW RD, BROOKHAVEN, PA, 19015-3100, US
1	RICOH P800 CONFIGURABLE PTO MODEL	2 E FORESTVIEW RD, BROOKHAVEN, PA, 19015-3100, US

PAYMENT SCHEDULE

Minimum Term <i>(months)</i> 60	Minimum Payment <i>(Without Tax)</i> \$1,897.00	Minimum Payment Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: ____	Advance Payment <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____
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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


- 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 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:

Initials

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

CUSTOMER	Accepted by: RICOH USA, INC.
By: 	By: _____
Authorized Signer Signature	Authorized Signer Signature
Printed Name: <u>Leon Armour</u>	Printed Name: _____
Title: <u>Board President</u> Date: _____	Title: _____ Date: _____





Ricoh Support Renewal Form
Ricoh USA, Inc - Support Services

Quote Creation Date:
09/27/2023

Ricoh Software Renewals Desk (SRD)
Call: 855-276-6435 Fax: 610-727-2814
Email: SoftwareRenewals@ricoh-usa.com

Type of Renewal:
Regular

******Support pricing is NON-REFUNDABLE. Please do not send payment. Please contact Ricoh Software Support Center at 888-424-1573, option "2" then option "1" and option "2" again for all technical issues.******

Bill to Customer: PENN DELCO SCHL DIST
Address: 2821 CONCORD RD

City: ASTON **State:** PA **Zip:** 19014

Ship to Customer: PENN DELCO SCHL DIST

Address: 2881 PANCOAST AVE

SUN VALLEY HIGH SCHL

City: ASTON **State:** PA **Zip:** 19014

Customer Contact:
Mark Thomas

Reference Number:
999050030

Phone:
610-497-6300

Email:
mthomas@pdsd.org

ECOPRINTQ - PAPER CUT MF

VPN	Qty	Price	Ext. Price	Co-Term Dates	Key/Serial	Description
MFMS-RW05-PS1	1	\$5,230.00	\$5,230.00		C-7X4VYM	ecoprintQ PaperCut Support Renewal - 5 Year
						Unlimited educational Users
						Unlimited Site Servers
						Unlimited Print Tracking
						58 x Standard connector (BioStore, Fast Release)
						11 x Ricoh (ESA) (incl. Lanier/Gestetner/Nashuatec/Savin)
EQEW-RE04-PS1	58	\$34.00	\$1,972.00			Reader & Converter Extended Warranty (Four Years)
EQEW-RE01-PS1	58	\$12.00	\$696.00			Reader & Converter Extended Warranty (Per Year)
TOTAL:			\$7,898.00	*Applicable Taxes Are Not Included*		

Total: Included in lease
\$7,898.00

Terms of Agreement(Months):
60

Start Date of Coverage:
11/13/2023

Last Date of Coverage:
11/12/2028

Customer Signature: _____

Print Name: Leon Armour

Print Title: Board President

Date: _____

Primary Contact: Erik Zebley

Primary Email: ezebley@pdsd.org

Primary Phone: 484-490-1204

Software Version: _____



EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	PENN-DELCO SCHOOL DISTRICT			
Contact Name:	Erik Zebley		Phone:	(610)497-6300
Address:	2 E FORESTVIEW RD		City:	BROOKHAVEN
State:	PA	Zip:	19015-3100	Fax/Email: ezebley@pdsd.org

Make	Model		Serial Number	
	SP5300DN		Y028X841872/C91168040	

Customer Name:	PENN-DELCO SCHOOL DISTRICT			
Contact Name:	Erik Zebley		Phone:	(610)497-6300
Address:	3300 RICHARD RD		City:	ASTON
State:	PA	Zip:	19014-2636	Fax/Email: ezebley@pdsd.org

Make	Model		Serial Number	
	SP5300DN		Y028X841880/C91168034	

Customer Name:	PENN-DELCO SCHOOL DISTRICT			
Contact Name:	Erik Zebley		Phone:	(610)497-6300
Address:	2801 CONCORD RD		City:	ASTON
State:	PA	Zip:	19014-2995	Fax/Email: ezebley@pdsd.org

Make	Model		Serial Number	
	SP5300DN		Y028X841859/C91168037	

Customer Name:	PENN-DELCO SCHOOL DISTRICT			
Contact Name:	Erik Zebley		Phone:	(610)497-6300
Address:	2801 CONCORD RD		City:	ASTON
State:	PA	Zip:	19014-2995	Fax/Email: ezebley@pdsd.org

Make	Model		Serial Number	
	SP5300DN		Y028X842080/C91168133	

Customer Name:	PENN-DELCO SCHOOL DISTRICT			
Contact Name:	Erik Zebley		Phone:	(610)497-6300
Address:	2881 PANCOAST AVE		City:	ASTON
State:	PA	Zip:	19014-2800	Fax/Email: ezebley@pdsd.org

Make	Model		Serial Number	
	SP5300DN		Y028X842171/C91168278	

Customer Name:	PENN-DELCO SCHOOL DISTRICT			
Contact Name:	Erik Zebley		Phone:	(610)497-6300
Address:	1 COEBURN BLVD		City:	BROOKHAVEN
State:	PA	Zip:	19015-1641	Fax/Email: ezebley@pdsd.org

Make	Model		Serial Number	
	SP5300DN		Y028X841875/C91168029	





Customer Name:	PENN-DELCO SCHOOL DISTRICT			Phone:	(610)497-6300
Contact Name:	Erik Zebley			City:	ASTON
Address:	2881 PANCOAST AVE			Fax/Email:	ezebley@pdsd.org
State:	PA	Zip:	19014-2800		

Make	Model	Serial Number
	SPC352DN	X038R700035/C91168412

Customer Name:	PENN-DELCO SCHOOL DISTRICT			Phone:	(610)497-6300
Contact Name:	Erik Zebley			City:	BROOKHAVEN
Address:	1 COEBURN BLVD			Fax/Email:	ezebley@pdsd.org
State:	PA	Zip:	19015-1641		

Make	Model	Serial Number
	SP5300DN	Y028X841878/C91168025

Customer Name:	PENN-DELCO SCHOOL DISTRICT			Phone:	(610)497-6300
Contact Name:	Erik Zebley			City:	ASTON
Address:	2801 CONCORD RD			Fax/Email:	ezebley@pdsd.org
State:	PA	Zip:	19014-2995		

Make	Model	Serial Number
	SP5300DN	Y028X842074/C91168131

Customer Name:	PENN-DELCO SCHOOL DISTRICT			Phone:	(610)497-6300
Contact Name:	Erik Zebley			City:	ASTON
Address:	900 TRYENS RD			Fax/Email:	ezebley@pdsd.org
State:	PA	Zip:	19014-1522		

Make	Model	Serial Number
	SP5300DN	Y028X841879/C91168023

Customer Name:	PENN-DELCO SCHOOL DISTRICT			Phone:	(610)497-6300
Contact Name:	Erik Zebley			City:	ASTON
Address:	2881 PANCOAST AVE			Fax/Email:	ezebley@pdsd.org
State:	PA	Zip:	19014-2800		

Make	Model	Serial Number
	SP5300DN	Y028X842173/C91168390

Customer Name:	PENN-DELCO SCHOOL DISTRICT			Phone:	(610)497-6300
Contact Name:	Erik Zebley			City:	ASTON
Address:	3300 RICHARD RD			Fax/Email:	ezebley@pdsd.org
State:	PA	Zip:	19014-2636		

Make	Model	Serial Number
	SP5300DN	Y028X841671/C91168042





Customer Name:	PENN-DELCO SCHOOL DISTRICT			Phone:	(610)497-6300
Contact Name:	Erik Zebley				
Address:	2 E FORESTVIEW RD			City:	BROOKHAVEN
State:	PA	Zip:	19015-3100	Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SP5300DN	Y028X841432/C91168030

Customer Name:	PENN-DELCO SCHOOL DISTRICT			Phone:	(610)497-6300
Contact Name:	Erik Zebley				
Address:	2801 CONCORD RD			City:	ASTON
State:	PA	Zip:	19014-2995	Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SP5300DN	Y028X841675/C91168036

Customer Name:	PENN-DELCO SCHOOL DISTRICT			Phone:	(610)497-6300
Contact Name:	Erik Zebley				
Address:	2881 PANCOAST AVE			City:	ASTON
State:	PA	Zip:	19014-2800	Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SP5300DN	Y028X841667/C91168027

Customer Name:	PENN-DELCO SCHOOL DISTRICT			Phone:	(610)497-6300
Contact Name:	Erik Zebley				
Address:	2881 PANCOAST AVE			City:	ASTON
State:	PA	Zip:	19014-2800	Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SP5300DN	Y028X842068/C91168274

Customer Name:	PENN-DELCO SCHOOL DISTRICT			Phone:	(610)497-6300
Contact Name:	Erik Zebley				
Address:	2801 CONCORD RD			City:	ASTON
State:	PA	Zip:	19014-2995	Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SPC352DN	X038R700090/C91168051

Customer Name:	PENN-DELCO SCHOOL DISTRICT			Phone:	(610)497-6300
Contact Name:	Erik Zebley				
Address:	3300 RICHARD RD			City:	ASTON
State:	PA	Zip:	19014-2636	Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SP5300DN	Y028X841665/C91168035

Customer Name:	PENN-DELCO SCHOOL DISTRICT		
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RICOH

Contact Name:	Erik Zebley			Phone:	(610)497-6300
Address:	1 COEBURN BLVD			City:	BROOKHAVEN
State:	PA	Zip:	19015-1641	Fax/Email:	ezebley@pdsd.org

Make	Model			Serial Number	
	SPC352DN			X031R900030/C91246211	

Customer Name:	PENN-DELCO SCHOOL DISTRICT				
Contact Name:	Erik Zebley			Phone:	(610)497-6300
Address:	2881 PANCOAST AVE			City:	ASTON
State:	PA	Zip:	19014-2800	Fax/Email:	ezebley@pdsd.org

Make	Model			Serial Number	
	SP5300DN			Y026XA05509/C91168387	

Customer Name:	PENN-DELCO SCHOOL DISTRICT				
Contact Name:	Erik Zebley			Phone:	(610)497-6300
Address:	2881 PANCOAST AVE			City:	ASTON
State:	PA	Zip:	19014-2800	Fax/Email:	ezebley@pdsd.org

Make	Model			Serial Number	
	MP2555SP			C298R600768/C91168232	

Customer Name:	PENN-DELCO SCHOOL DISTRICT				
Contact Name:	Erik Zebley			Phone:	(610)497-6300
Address:	2881 PANCOAST AVE			City:	ASTON
State:	PA	Zip:	19014-2800	Fax/Email:	ezebley@pdsd.org

Make	Model			Serial Number	
	SP5300DN			Y028X842070/C91168279	

Customer Name:	PENN-DELCO SCHOOL DISTRICT				
Contact Name:	Erik Zebley			Phone:	(610)497-6300
Address:	900 TRYENS RD			City:	ASTON
State:	PA	Zip:	19014-1522	Fax/Email:	ezebley@pdsd.org

Make	Model			Serial Number	
	SP5300DN			Y028X841870/C91168022	

Customer Name:	PENN-DELCO SCHOOL DISTRICT				
Contact Name:	Erik Zebley			Phone:	(610)497-6300
Address:	2801 CONCORD RD			City:	ASTON
State:	PA	Zip:	19014-2995	Fax/Email:	ezebley@pdsd.org

Make	Model			Serial Number	
	SP5300DN			Y028X842063/C91168134	

Customer Name:	PENN-DELCO SCHOOL DISTRICT				
Contact Name:	Erik Zebley			Phone:	(610)497-6300



RICOH

Address:	2881 PANCOAST AVE	City:	ASTON
State:	PA	Zip:	19014-2800
		Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SP5300DN	Y028X842179/C91168386

Customer Name:	PENN-DELCO SCHOOL DISTRICT		
Contact Name:	Erik Zebley	Phone:	(610)497-6300
Address:	2801 CONCORD RD	City:	ASTON
State:	PA	Zip:	19014-2995
		Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SP5300DN	Y028X842856/C91177707

Customer Name:	PENN-DELCO SCHOOL DISTRICT		
Contact Name:	Erik Zebley	Phone:	(610)497-6300
Address:	2801 CONCORD RD	City:	ASTON
State:	PA	Zip:	19014-2995
		Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SP5300DN	Y028X842082/C91168132

Customer Name:	PENN-DELCO SCHOOL DISTRICT		
Contact Name:	Erik Zebley	Phone:	(610)497-6300
Address:	3300 RICHARD RD	City:	ASTON
State:	PA	Zip:	19014-2636
		Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SP5300DN	Y028X841664/C91168041

Customer Name:	PENN-DELCO SCHOOL DISTRICT		
Contact Name:	Erik Zebley	Phone:	(610)497-6300
Address:	2801 CONCORD RD	City:	ASTON
State:	PA	Zip:	19014-2995
		Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SP5300DN	Y028X841873/C91168017

Customer Name:	PENN-DELCO SCHOOL DISTRICT		
Contact Name:	Erik Zebley	Phone:	(610)497-6300
Address:	900 TRYENS RD	City:	ASTON
State:	PA	Zip:	19014-1522
		Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SP5300DN	Y028X841670/C91168020

Customer Name:	PENN-DELCO SCHOOL DISTRICT		
Contact Name:	Erik Zebley	Phone:	(610)497-6300
Address:	2801 CONCORD RD	City:	ASTON



RICOH

State:	PA	Zip:	19014-2995	Fax/Email:	ezebley@pdsd.org
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Make	Model	Serial Number
	SP5300DN	Y028X842081/C91168129

Customer Name:	PENN-DELCO SCHOOL DISTRICT				
Contact Name:	Erik Zebley			Phone:	(610)497-6300
Address:	900 TRYENS RD			City:	ASTON
State:	PA	Zip:	19014-1522	Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SP5300DN	Y028X841673/C91168018

Customer Name:	PENN-DELCO SCHOOL DISTRICT				
Contact Name:	Erik Zebley			Phone:	(610)497-6300
Address:	2881 PANCOAST AVE			City:	ASTON
State:	PA	Zip:	19014-2800	Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	P800	5309XA08314/C91203006

Customer Name:	PENN-DELCO SCHOOL DISTRICT				
Contact Name:	Erik Zebley			Phone:	(610)497-6300
Address:	1 COEBURN BLVD			City:	BROOKHAVEN
State:	PA	Zip:	19015-1641	Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SP5300DN	Y028X841676/C91168031

Customer Name:	PENN-DELCO SCHOOL DISTRICT				
Contact Name:	Erik Zebley			Phone:	(610)497-6300
Address:	2 E FORESTVIEW RD			City:	BROOKHAVEN
State:	PA	Zip:	19015-3100	Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SP5300DN	Y028X841663/C91168033

Customer Name:	PENN-DELCO SCHOOL DISTRICT				
Contact Name:	Erik Zebley			Phone:	(610)497-6300
Address:	2801 CONCORD RD			City:	ASTON
State:	PA	Zip:	19014-2995	Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SP5300DN	Y028X841885/C91168038

Customer Name:	PENN-DELCO SCHOOL DISTRICT				
Contact Name:	Erik Zebley			Phone:	(610)497-6300
Address:	3300 RICHARD RD			City:	ASTON
State:	PA	Zip:	19014-2636	Fax/Email:	ezebley@pdsd.org





Make	Model	Serial Number
	SP5300DN	Y028X841672/C91168014

Customer Name:	PENN-DELCO SCHOOL DISTRICT				
Contact Name:	Erik Zebley			Phone:	(610)497-6300
Address:	2881 PANCOAST AVE			City:	ASTON
State:	PA	Zip:	19014-2800	Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SP5300DN	Y028X842168/C91168388

Customer Name:	PENN-DELCO SCHOOL DISTRICT				
Contact Name:	Erik Zebley			Phone:	(610)497-6300
Address:	2881 PANCOAST AVE			City:	ASTON
State:	PA	Zip:	19014-2800	Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SP5300DN	Y028X842225/C91168389

Customer Name:	PENN-DELCO SCHOOL DISTRICT				
Contact Name:	Erik Zebley			Phone:	(610)497-6300
Address:	3300 RICHARD RD			City:	ASTON
State:	PA	Zip:	19014-2636	Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SPC352DN	X038R700099/C91168050

Customer Name:	PENN-DELCO SCHOOL DISTRICT				
Contact Name:	Erik Zebley			Phone:	(610)497-6300
Address:	2801 CONCORD RD			City:	ASTON
State:	PA	Zip:	19014-2995	Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SP5300DN	Y028X841874/C91168026

Customer Name:	PENN-DELCO SCHOOL DISTRICT				
Contact Name:	Erik Zebley			Phone:	(610)497-6300
Address:	900 TRYENS RD			City:	ASTON
State:	PA	Zip:	19014-1522	Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SP5300DN	Y028X841677/C91168019

Customer Name:	PENN-DELCO SCHOOL DISTRICT				
Contact Name:	Erik Zebley			Phone:	(610)497-6300
Address:	2801 CONCORD RD			City:	ASTON
State:	PA	Zip:	19014-2995	Fax/Email:	ezebley@pdsd.org





Make	Model	Serial Number
	SP5300DN	Y028X842073/C91168130

Customer Name:	PENN-DELCO SCHOOL DISTRICT		
Contact Name:	Erik Zebley	Phone:	(610)497-6300
Address:	2801 CONCORD RD	City:	ASTON
State:	PA	Zip:	19014-2995
		Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SP5300DN	Y028X842072/C91168128

Customer Name:	PENN-DELCO SCHOOL DISTRICT		
Contact Name:	Erik Zebley	Phone:	(610)497-6300
Address:	2881 PANCOAST AVE	City:	ASTON
State:	PA	Zip:	19014-2800
		Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SP5300DN	Y028X842079/C91168282

Customer Name:	PENN-DELCO SCHOOL DISTRICT		
Contact Name:	Erik Zebley	Phone:	(610)497-6300
Address:	2 E FORESTVIEW RD	City:	BROOKHAVEN
State:	PA	Zip:	19015-3100
		Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SPC352DN	X038R700075/C91168049

Customer Name:	PENN-DELCO SCHOOL DISTRICT		
Contact Name:	Erik Zebley	Phone:	(610)497-6300
Address:	1 COEBURN BLVD	City:	BROOKHAVEN
State:	PA	Zip:	19015-1641
		Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SP5300DN	Y028X841881/C91168028

Customer Name:	PENN-DELCO SCHOOL DISTRICT		
Contact Name:	Erik Zebley	Phone:	(610)497-6300
Address:	1 COEBURN BLVD	City:	BROOKHAVEN
State:	PA	Zip:	19015-1641
		Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
	SP5300DN	Y028X841559/C91168024

Customer Name:	PENN-DELCO SCHOOL DISTRICT		
Contact Name:	Erik Zebley	Phone:	(610)497-6300
Address:	3300 RICHARD RD	City:	ASTON
State:	PA	Zip:	19014-2636
		Fax/Email:	ezebley@pdsd.org

Make	Model	Serial Number
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RICOH

SP5300DN

Y028X841868/C91168015

Customer Name:	PENN-DELCO SCHOOL DISTRICT			
Contact Name:	Erik Zebley		Phone:	(610)497-6300
Address:	2881 PANCOAST AVE		City:	ASTON
State:	PA	Zip:	19014-2800	Fax/Email: ezebley@pdsd.org

Make	Model		Serial Number	
	SP5300DN		Y028X842066/C91168280	

Customer Name:	PENN-DELCO SCHOOL DISTRICT			
Contact Name:	Erik Zebley		Phone:	(610)497-6300
Address:	2 E FORESTVIEW RD		City:	BROOKHAVEN
State:	PA	Zip:	19015-3100	Fax/Email: ezebley@pdsd.org

Make	Model		Serial Number	
	SP5300DN		Y028X841867/C91168032	

Customer Name:	PENN-DELCO SCHOOL DISTRICT			
Contact Name:	Erik Zebley		Phone:	(610)497-6300
Address:	2881 PANCOAST AVE		City:	ASTON
State:	PA	Zip:	19014-2800	Fax/Email: ezebley@pdsd.org

Make	Model		Serial Number	
	SP5300DN		Y028X842076/C91168276	

Customer Name:	PENN-DELCO SCHOOL DISTRICT			
Contact Name:	Erik Zebley		Phone:	(610)497-6300
Address:	2881 PANCOAST AVE		City:	ASTON
State:	PA	Zip:	19014-2800	Fax/Email: ezebley@pdsd.org

Make	Model		Serial Number	
	SP5300DN		Y028X842078/C91168281	

Customer Name:	PENN-DELCO SCHOOL DISTRICT			
Contact Name:	Erik Zebley		Phone:	(610)497-6300
Address:	2881 PANCOAST AVE		City:	ASTON
State:	PA	Zip:	19014-2800	Fax/Email: ezebley@pdsd.org

Make	Model		Serial Number	
	SP5300DN		Y028X842094/C91168391	

Customer Name:	PENN-DELCO SCHOOL DISTRICT			
Contact Name:	Erik Zebley		Phone:	(610)497-6300
Address:	900 TRYENS RD		City:	ASTON
State:	PA	Zip:	19014-1522	Fax/Email: ezebley@pdsd.org

Make	Model		Serial Number	
	SP5300DN		Y028X841674/C91168021	





Customer Name:	PENN-DELCO SCHOOL DISTRICT				
Contact Name:	Erik Zebley			Phone:	(610)497-6300
Address:	2881 PANCOAST AVE			City:	ASTON
State:	PA	Zip:	19014-2800	Fax/Email:	ezebley@pdsd.org

Make	Model			Serial Number	
	SP5300DN			Y028X842178/C91168275	

Customer Name:	PENN-DELCO SCHOOL DISTRICT				
Contact Name:	Erik Zebley			Phone:	(610)497-6300
Address:	2881 PANCOAST AVE			City:	ASTON
State:	PA	Zip:	19014-2800	Fax/Email:	ezebley@pdsd.org

Make	Model			Serial Number	
	SP5300DN			Y028X842077/C91168277	

Customer Name:	PENN-DELCO SCHOOL DISTRICT				
Contact Name:	Erik Zebley			Phone:	(610)497-6300
Address:	2801 CONCORD RD			City:	ASTON
State:	PA	Zip:	19014-2995	Fax/Email:	ezebley@pdsd.org

Make	Model			Serial Number	
	SP5300DN			Y028X841666/C91168016	

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 (Owned by Customer).** In addition to the terms and conditions set forth above, the following terms and conditions shall apply for Customer-owned equipment removals: Customer confirms that (1) Customer has good, valid and marketable title to such equipment and has satisfied all payment and other obligations relating to such equipment which may be owing to any third party under applicable lease, financing, sale or other agreements, (2) Customer has obtained any and all necessary consents and approvals required to authorize Ricoh to remove such items of equipment and to take title thereto, and (3) by this Authorization, Customer hereby transfers good and valuable title and ownership to Ricoh to the equipment, free and clear of any and all liens and encumbrances of any nature whatsoever and Customer will cause to be done, executed and delivered all such further instruments of conveyance as may be reasonably requested for the vesting of good title in Ricoh.





☒ **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: Leon Armour
Title: Board President
Date: _____

RICOH USA, INC.

Signature: _____
Name: _____
Title: _____
Date: _____

Initials



Statement of Work

PaperCut

Created for:

PENN DELCO SCHOOL DISTRICT

October 13, 2023

SOW DR/CPQ #

CPQ-109218

Proprietary & Confidential Information

The enclosed materials are proprietary to RICOH USA, INC. ("Ricoh"), and Ricoh reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to Ricoh and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Ricoh.

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Introduction

RICOH USA, INC. ("Ricoh") has prepared the following Statement of Work ("SOW") to detail services for the PaperCut project (the "Project") at PENN DELCO SCHOOL DISTRICT ("Customer").

This SOW outlines the Project scope and costs. The costs outlined in this SOW are based on Ricoh's experience and preliminary information received from Customer. The information in this SOW supersedes all previous estimates or verbal discussions on the Project. If there are any desired deliverables not listed in this SOW, Ricoh will manage those requests via our [Change Control](#) ("CO") process (which may be billable).

Project Objective

The objective of this project is to provide PENN DELCO SCHOOL DISTRICT with the ability to track, analyze manage and secure the activity in their print environment including but not limited to:

- Upgrade Papercut solution from v18.3.3 to 22.x over the top on current (VMware) 2016 server.
- Maintenance and Support (M&S) updated to Nov. 12, 2028.
- Transfer Fast Release from older printers to new printers (52) P800 and (6) PC600.
- Transfer (1) Papercut embedded license from MP2555 to IM C2500 device
- Add one (1) additional PaperCut MF license to new Ricoh MFD IM600
- User authentication at the device for security and reporting purposes
- Find Me Secure Print virtual queue which allows users to print their documents on any PaperCut enabled MFD on the network.

The Ricoh Project Management Office will work with the Customer to:

- Define, manage and communicate activities of the Ricoh project personnel.
- Collaborate with the Customer Project Manager to develop the Project Schedule.
- Ensure all project processes are well defined and communicated.
- Ensure Change Control processes are followed.
- Act as primary point of contact for the Customer Project Manager to ensure that project requirements are met.
- Manage and escalate project issues.
- Provide Project Status Reporting.

Fleet Objectives:

- Deliver and install up to 58 new Ricoh Printers and 1 new MFD at up to 5 Customer locations and remove up to 58 corresponding legacy devices.

Project Scope

Services Included in the Project Scope

Upon receipt of authorization to proceed, the following functions and deliverables will be fulfilled within the scope of the Project. See below under “Services Detail” for a complete description of these tasks.

1. Project Management
2. Design
3. Implementation

Customer Location

The following Customer location is included in the scope of this Project.

2821 Concord Rd, Aston, PA 19014

Services Detail / Project Scope

The following are the services and tasks that Ricoh will perform to fulfill the defined deliverables in this SOW (the “Services”). Ricoh shall provide the Services on a remote basis.

1. Project Management

Ricoh will provide a Project management resource, throughout the Project lifecycle, to coordinate the delivery and integration of Ricoh components of the solution utilizing the Ricoh Project timeline/schedule and deliverable lists of Ricoh components. This resource will act as single point of contact for the Customer Project lead to ensure that Project requirements are met and for reporting and resolution of all Project issues as well as coordinate and manage the activities of Ricoh personnel. The Ricoh Project management resource will review SOW with Customer at Project kickoff.

The implementation Project Plan/Timeline is based on deploying an average of 10 devices per day, not to exceed a total of 59 devices. This deployment approach is used to plan Project resource allocations to achieve the Project Plan/Timeline. Changes that have an impact on Project budget and/or Project timelines will require use of the [Change Control](#) process described in this SOW.

Deliverable(s): SOW review with Customer resources at Project kickoff
Project plan/timeline
Resource Matrix with Escalation Path
Installation Checklist (if fleet management involved)

2. Design

Ricoh and Customer Project team members will jointly gather, develop, and finalize the technical requirements for the Project including the validation of the preliminary requirements and configurations. These requirements will be translated into a technical design document (“TDD”). If applicable, the TDD will also include a User Acceptance Test (“UAT”) plan, defined in the appendix, the Customer will utilize during the UAT phase of the project. Any changes to the Project scope are identified during this phase, Ricoh will address via the [Change Control](#) process.

- Adding one (1) additional PaperCut MF license to current solution.
- Transfer (1) Papercut embedded license from old MP2555 to IM2500
- Transferring older Ricoh printers to new Ricoh printers (52) P800 and (6) PC600

Deliverable(s): update current TDD for Customer review and approval.

3. Implementation

In this phase, Ricoh will install, configure, and test the solution as defined in the TDD and approved by Customer, as follows:

- Ricoh Solution Engineer will install (1) additional (add-on) PaperCut Embedded on IM6000 (Smart SDK)
- Transfer (1) Papercut Embedded license from MP2555 to IM2500 (Smart SDK)
- The following models will be installed/updated: (52) P800 and (6) PC600.
- 58 Single Function Network Printers (SNFPs) will continue with Fast Release licenses already on server.
- Ricoh technician to transfer card readers & converters (58) from old printers (5300DN & SPC362DN) to new printers (P800 & PC600).
- Ricoh technician will set up an IP Address, sub-net, and gateway address, these will be the same for new printers from the older printers.
- Validate current print queues are functioning with new printers.
- Technician will transfer card readers and ethernet adaptors from older printers to newer printers.
- Technician to install (1) new card reader for IM600 along with, transfer (1) current card reader from MP2555 to IM C2500 device.

Deliverable(s): Installed solution according to the specifications in the TDD and provide preliminary system testing and demonstrate compliance with requirements from the TDD.

Once installation, configuration, and testing are complete, Customer will conduct the user acceptance testing ("UAT") as discussed below. The order sequence of UAT and training will be identified and noted in the Project plan.

Training and Documentation

In this phase, Ricoh will provide the following materials and training for Customer. This training will be provided to the users that will be participating in the UAT Phase to enable the Customer resources to complete the UAT. These individuals will be the users that will conduct the "Train the Trainer" sessions for all remaining users.

Deliverable(s): Completed delivery of User Acceptance Testing. "Train the Trainer" end user training session. Software Solution Administrative Training. As-Built project specific documentation.

Additional training by Ricoh may be requested through the [Change Control](#) process.

User Acceptance Testing

The primary purpose of User Acceptance Testing (UAT) is for the Customer to test the Project from a functional standpoint, prior to company-wide production rollout, in order to verify that all the features documented are working as specified in the UAT test plan defined in the TDD. As a standard, UAT consists of testing the installed application with a subset of no more than 5 users and 1 device for a period of up to 3 business days.

UAT support for any new functionality or desired enhancements outside of the TDD will be handled with the established [Change Control](#) process.

Prior to production rollout, Ricoh will request signoff of the UAT phase of the project per the mutually approved Project plan/timeline.

Deliverable(s): Acknowledgement of a working system per the UAT test plan, and any subsequent change orders ("CO") via Customer signoff of completion of UAT testing.

Production Rollout

After UAT is complete, the Project will be deployed to the remaining users and devices in production as described in the mutually approved Project plan/timeline.

At completion of production rollout, Customer will need to execute the Solution Delivery Acceptance (“SD&A”) form.

After the new Project is deployed in the production environment, Ricoh will transition Customer to technical support for the Software via the Ricoh Software Enterprise Support Center (“SESC”). Details on the SESC can be found [here](#).

Deliverable(s): Working solution as outlined in this SOW
Documentation of transition to steady state support

Customer Roles and Responsibilities

Any successful Project is a cooperative effort. With that in mind, the following section provides information on the roles and responsibilities expected of the Customer’s Project team. Please note that a single individual may execute the roles and responsibilities listed below. Each role does not necessarily mean that a separate Customer resource is required.

Project Sponsor

Customer will provide a designated Project sponsor who will have policymaking and budgetary authority for the Project and will be responsible for the success of the Project (including participation/delegation of status calls and/or review of status reports).

Project Lead

Customer will provide a designated Project lead who will:

- Support the development of the TDD
- Assist with the success and development of the overall Project plan/timeline and/or implementation schedule.
- Assist with the [Change Control](#) process for those tasks that are outside the scope of the Services and the TDD, including obtaining authorized signatures for COs.
- Coordination of Customer authorized signoff of each phase and milestone if required before commencement of another phase or milestone.
- Provide a list of key resources with their contact information for areas affected by the Project to the Ricoh Project lead prior to the Project kickoff.

End User Representative

Customer will designate an end user representative who will:

- Possess a solid understanding of the business processes as well as the overall project objectives.
- Be available throughout the Project Scope Phases of the project.
- Be available to answer questions or provide input during the project.

System Administrator / Technical Support

Customer will designate a representative(s) who will:

- Provide Ricoh a system administrator during implementation.
- Provide Ricoh with local area network (“LAN”) access and participate in the personal computer (“PC”) workstation software configuration.
- Provide Ricoh with system access and participate in the software installation.
- Be the focal point for the day-to-day administration of the application.

- Work with the Ricoh Project team during the system integration test and UAT as necessary.
- Be available for training and application support as specified in the Project schedule/plan.
- Provide ongoing technical support for the various software components.
- Ensure the network is in proper working order in a stable environment.
- Execute appropriate backups of the development, test, and production environments, if applicable.
- Ensure appropriate virus protection is enabled throughout the Project.
- Ensure accuracy of data/information supplied to Ricoh.
- Timely meet any deadlines for actions or decisions, including the review and acceptance of all deliverables.
- Provide any and all training not listed in this SOW to the end users.
- If this SOW is dependent upon the availability of certain hardware, software, data, or documentation, Customer agrees to cause those items to be available, installed, configured and operational in advance of commencement of the Services.

Completion Criteria

When the Services or Project detailed in this SOW have been completed and demonstrated through satisfactory UAT or otherwise, the Project will be considered complete and Ricoh will provide to Customer a solutions delivery and acknowledgement, or similar form or document (each a "Completion Notice"). Despite the previous sentence, Ricoh will have fulfilled its obligations under this SOW when any one of the following first occurs:

- Ricoh completes the Services or Project described in this SOW and provides a Completion Notice.
- This SOW is terminated in accordance with Terms and Conditions applicable to this SOW. In this case, Ricoh will invoice Customer for actual hours worked and expenses incurred up to the date of termination. Hardware and software purchases are governed by their own separate agreements and are not included in this definition.

No later than 5 business days after Customer's receipt of the Completion Notice, Customer shall: (i) accept the Services or Project by signing the Completion Notice (or so inform Ricoh in other writing, including email); or (ii) if the Project or Services contains material defects or fails to conform to the specifications, reject the Project or Services, in which event, Customer shall provide to Ricoh a reasonably detailed written statement outlining the basis for its rejection. Customer's failure to respond within the 5 business day period shall be deemed acceptance of the Services and/or Project.

In the event of rejection by Customer and written notice in accordance with the procedure above, Ricoh shall promptly correct the defect set forth in the written statement and redeliver the Project or Services within a reasonable period of time. Customer shall, as soon as reasonably practicable after such redelivery (but in no event later than 5 business days thereafter), accept or reject the redelivery in accordance with the procedure set forth above, which procedure shall be repeated until the Project or Services are accepted in accordance with this section.

Change Control

Changes to the scope of the Project or Services shall be made only in a written CO signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. The following is the process to follow if changes to components within the scope of this SOW are required.

- A CO will be the vehicle for communicating change. The CO must describe the change, the reason for the change, and the effect the change will have on the Project or Services.
- The designated Project lead of the requesting party will review the proposed change and determine whether to submit the request to the other party.

- Both the Ricoh and the Customer Project leads will review the proposed change and approve it for further investigation. Ricoh will specify if there will be any charges for such investigation, which may be incorporated into the CO. The investigation will determine the effect that the implementation of the CO charge will have on price, schedule, and other terms and conditions of this SOW.
- A written CO must be signed by both parties to authorize the implementation of the changes.

Project Assumptions

To execute the Project successfully, several key assumptions have been made:

- All services will be delivered remotely by Ricoh's technical resources unless otherwise noted in this SOW. If in the course of delivering the Services, Ricoh determines that onsite installation or delivery is required additional charges will apply. In addition, if services are delayed or additional hours are incurred due to Customer IT availability, additional charges may apply as determined by the Change Control Process.
- All discussions of Project duration are dependent upon a timely reception of requisite purchase orders ("POs") and other Customer-generated paperwork necessary to launch the Project or move forward to the next phase.
- Ricoh will start work once this SOW has been signed and a purchasing agreement received.
- Services provided by Ricoh or its subcontractors will be provided during normal business hours (8:00 am to 5:00 pm) Monday through Friday excluding Ricoh recognized holidays. Required Services provided outside of these hours have not been included in the costs.

Infrastructure Assumptions:

- Print Server(s) are accessible to Ricoh PaperCut Installation team
- Domains/Directories are in a two way trust, if necessary
- PaperCut Server(s) cannot be an Active Directory server
- PaperCut Server(s) cannot be a DNS server
- All installed services will be running using the same domain service account
 - The domain service account must be created prior to the engagement of the Ricoh installation team in accordance with Customer IT standards
 - The domain service account password should not change
- A Single Domain/Directory is assumed
 - If Multiple Domains/Directories are required; all requirements needed are handled by the customer's system administrator(s)
 - o Domains/Directories are in a two way trust, if necessary
 - o Transitive Two Way Trusts are suggested
 - o Non - Transitive Two Way Trusts are supported
 - o One way trust may work, PaperCut must have read of the other domains if needed
 - o Documentation of trust relationships must be verified, tested and provided by Customer IT
- Active Directory is accessible from all domains/LANs
 - LDAP is the protocol being used
 - LDAP is traversable across the entire network
 - Active Directory/LDAP Information is correct and all necessary fields compiled with necessary end user data
 - ID Numbers, PIN Codes and Email Addresses are pre-populated in the customer's directory services prior to PaperCut installation
- DNS Service is available and unrestricted to the servers and MFDs
 - DNS is accessible from all domains/LANs

- DNS is traversable across the entire network
- SMTP is available from all domains/LANs
 - SMTP is accessible from all domains/LANs
 - SMTP is traversable across the entire network
- Latency is less than 50 milliseconds between servers and MFDs
- All connectivity domain services and network issues are the responsibility of Customer IT to resolve to allow PaperCut to communicate as needed
- Customer will ensure that any database instances to be used are available to PaperCut
 - Customer to provide a database administrator to work with PaperCut engineer
- Customer will ensure that any payment gateway instances to be used are available to PaperCut
 - Customer to provide a payment gateway administrator to work with PaperCut engineer

Solution Assumptions:

- Customer will provide Windows servers that meet the minimum specifications. Customer System Administrator will assist with installation of PaperCut onto the Windows server as needed
- PaperCut Secondary and/or Site Servers are not part of the project
- All servers are in a single data center environment
- Direct Print Monitoring and/or Mobile Web Clients are not included in this project
- PaperCut version: PaperCut MF
- A previous print management solution is not installed on the MFDs being installed with PaperCut Embedded
- PaperCut Database is installed in default mode and will retain all data
- PaperCut will not use multiple domains
- Identification Numbers are not part of this project
- Personal PIN security codes are not part of this project
- QR Code Touchless Release is not included in the project
- If using a Ricoh MFP(s) that is currently on-site and in production, it is highly recommended to use a MFP(s) that receives little use and/or is physically close to the tester. The solution being installed will lock down the MFP(s) and require authentication before it can be used. If this is not possible, it is highly recommended that a trial MFP(s) be used instead.
- Other manufacturers' equipment is not part of this project
- All MFDs will be on the network and operational prior to the start of the PaperCut installation
- Customer will have all Single Function Network Printer (SNFPs) queues created and tested before the start of the PaperCut installation
- Standard SNMP public community ports to be used
- PaperCut OCR is not included in this project
- Customer responsible for configuring internal and external network communication, if required
- PaperCut Advanced Scanning is not included in this project
- PaperCut Central Reports Server is not part of this project
- Quotas are not included with this project
- Delegated Printing will not be part of this project
- Access to the PaperCut Desktop Client installation files will be provided to the Customer's IT department for deployment to the end user environment
- It is the Customer's IT department's responsibility to deploy the PaperCut Desktop Client to the end user environment, if needed
- Shared Accounts/Billing Codes/Matter Numbers are not included with this project
- Print Archiving is not included with this project
- Mobility Print Server, Web Print nor Email to Print are included in this project
- Mobility Print Server's Cloud Print service is not part of this project
- Unauthenticated printing is not part of this solution
- Guest printing is not part of this solution

- Mac printing is not included in this project
- Non-Windows printing (i.e. AS400, Citrix, etc.) is not included in the project
- Non-Windows printing (i.e. Unix, AS400, Citrix, Virtual Desktop, etc.) does not need to be tracked per user
- Print Deploy is not included in this project
- PaperCut Branding is not included in this project
- Conversions are not part of this project
- Restrictions are not part of this project
- Rules Scripting is not part of this project
- Payment Gateway integration is not included in the project
- Application integration is not included in the project
- Healthcare Application Integration is not included in this project
- A customer provided Certificate is not included in the project. The PaperCut self-generated certificate is included and will be used as part of the application installation.
- IPPS certificates on the MFDs are not included in the project. The PaperCut self-generated certificate will be used as part of the project.
- cPad, cPay or cBot device(s) with Cilantro Software are not included in the project.
- High Availability Automated Application Failover is not included in this project
- Print Servers running in a load balanced environment is not included in this project
- Microsoft Clustering Services are not included in this project.
- This project does not require customer specific security training before the installation can begin
- Ricoh will work directly with the Customer's IT department; There is no 3rd Party IT
- This project will be performed as an unattended remote installation
- This project does not cover the following functions or deliverables:
 - Advanced or custom automated workflow or configuration
 - Custom coding or programming (bug fixes)
 - End-user training beyond the train-the-MFD trainer sessions specified below
 - Server configurations/Application administration outside of the initial PaperCut software
 - Back-file conversion services (except where specified below)
 - Integration of faxing unless specifically called out in Advanced Configuration
 - Troubleshooting of customer's IT infrastructure (Server, Network, Storage) environment
 - The guarantee of communication between locations
 - Ricoh engineers will not make any changes nor troubleshoot the Customer's IT infrastructure in the Customer's environment to include:
 - o Server hardware; software and applications
 - o Networking equipment, policies, ACLs, VLANs, firewalls
 - o Storage Area Networks, Networked Attached Storage, Fibre Channel, iSCSI
- Ricoh engineers will not make any changes to any directory services in the customer's environment.
 - Customer IT will be responsible for managing or changing customer's directory services
 - o This will affect current user accounts, new user accounts and terminated user accounts, PIN codes, email addresses imported into the PaperCut system
 - Customer IT is responsible for roll out the PaperCut Workstation client to the end user population
 - Customer IT is responsible for roll out the print drivers to the end user population
 - Customer IT is responsible to provide their own or 3rd party engineer to make any changes to these environments if needed to complete the install
- Ricoh engineers will not make any changes to the customer's database server environment
 - Customer IT is responsible for providing database Database Administrator to work with Ricoh engineers in a timely fashion and reconnect existing PaperCut database instance to the new PaperCut installations.
- Ricoh engineers will not make any changes to the customer's Network/DNS/VOIP/Telecomm or email environments
 - Customer is responsible to provide their own or 3rd party engineer to make any changes to these environments if needed to complete the install
- Ricoh engineers will not make any custom changes to the Ricoh MFDs.

- Ricoh engineers will not make any changes to any of the customer's other production environments unless specifically stated in this SOW
- Ricoh engineers will not perform any PaperCut administration tasks other than the minimum required for testing and training
 - Ricoh will not create multiple departments, rules, routing, price lists, etc. into the PaperCut environment
 - The Customer appointed PaperCut Administrator will receive training on these tasks as part of this project and be responsible for managing the environment after installation is complete
 - Ricoh will not make any changes to any of the customer's desktop environments nor driver scripting unless specifically stated in this SOW

Professional Services Fees

The level of effort to install this Project as outlined in this SOW will be delivered via a deployment retainer. The number of hours included to deploy this Project listed in the retainer amount below is based on Ricoh's experience and the scope detailed in this SOW. If the scope changes or the effort to deploy the Project is greater than the estimate, Ricoh will address via our Change Control process (that may be billable at Ricoh's standard hourly rate).

Deliverable Description	Installation Deployment Retainer	Project Management Retainer
Retainer Amount	20 PS and 29 TS hours	50 hours

The total fees for this Project are included in the lease agreement, not including hardware, software, sales tax, or hardware/software technical support. Customer acknowledges and agrees that the Fees for the Services to be provided by Ricoh under this SOW have been established by Ricoh and included in the lease payment set forth in the applicable lease agreement between Customer and Ricoh Financial Services or another third-party lessor, as applicable. The purchase or lease of any hardware or software is independent from this SOW and therefore not contingent on Customer's acceptance of the Services performed.

Payment Schedule

The Fees are included in the lease payment in accordance with payment terms in the applicable lease agreement.

Retainer Notes

- All hours must be used within 90 days of execution date of this SOW.
- All hours are for standard working hours only (Monday through Friday 8:00 am through 5:00 pm local time). Off hours, weekend, holiday, etc. are not included.
- Once the hours have been depleted, additional time can be purchased at Ricoh's contracted retainer rate.

Budget Notes

- All costs are exclusive of applicable taxes.
- This cost is valid for a period of 30 days from the cover date; after this date it may be revised.

Terms & Conditions:

The performance of the Services described in this SOW by Ricoh for Customer is subject to and governed solely by the following terms and conditions:

1. Term. This SOW is effective as of the date that it is executed by both Customer and Ricoh and it will continue in effect for the shorter of the period necessary to complete the Services or 1 year (unless terminated earlier as specified in the following Section) (the 'Term').
2. Termination. Either party may terminate this SOW for cause if the other party materially breaches the SOW, unless the breach is cured no later than 30 days after the breaching party's receipt of written notice of the breach. Either party may terminate this SOW immediately for cause upon the commencement of any voluntary or involuntary bankruptcy or insolvency proceeding by or against either party. Ricoh may terminate this SOW, for convenience without cause, upon 60 days prior written notice to Customer. In addition to its other legal remedies, Ricoh may suspend the performance of the Services, stop delivery of products and/or terminate this SOW for any non-payment on Customer's accounts that continues for more than 10 days following the due date. If this SOW is terminated by Customer without cause or terminated by Ricoh for cause, then Customer agrees to pay Ricoh the Fees, materials and reimbursable expenses for all non-defective Services that Ricoh provides through the date of termination. If a SOW is terminated by Ricoh without cause or terminated by Customer for cause, then, with respect to Services for which Customer has prepaid and which Ricoh has not yet fully provided to Customer, Ricoh will provide Customer with a prorated refund. The obligations of the parties under this SOW that by their nature would continue beyond expiration or termination of this SOW will survive any such expiration or termination.
3. On-Site Safety. While on Customer's site, Ricoh's personnel will comply with Customer's reasonable site safety and security policies, provided that Customer first provides those policies to Ricoh in writing in advance, they do not conflict with this SOW, and do not impose any additional financial or legal burden on Ricoh.
4. 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. Upon request, each party agrees to deliver the other evidence of such insurance coverage.
5. Limited Warranty and Disclaimers. Ricoh warrants that the Services will be performed: (i) in a good and workmanlike manner, (ii) using reasonable care and skill, and (iii) according to the description contained in this SOW. 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 30 days after such Services are performed, which will be the exclusive remedy for such non-compliance. Customer acknowledges that Ricoh's performance of Services is dependent upon Customer's timely and effective performance of its responsibilities set forth in this SOW. Except for the limited warranty provided above in this Section, (a) the services, work, and any deliverables or other goods are provided "as is", and (b) Ricoh makes no warranties of any kind (express or implied) with respect to any services, work, and any deliverables or other goods provided under this SOW, including (without limitation) any implied warranty of merchantability, fitness for a particular purpose, or non-infringement. No warranties are created by any course of dealing between the parties, course of performances, trade usage, or industry custom.
6. Limits of Liability. In no event will either party be liable for consequential, incidental, punitive, or indirect damages, including any damages for business interruption, loss of use, revenue, or profit, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not the breaching party was advised of the possibility of such damages. In no event will (1) Ricoh's liability arising out of or related to this SOW, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed, in the aggregate, the Fees that Ricoh received from Customer under this SOW, and (2) Ricoh be liable to Customer or a third party for any damages arising out of or related to any failure of software, including (but not limited to) loss of data or delay of delivery of services under this SOW. Ricoh assumes no obligation to provide or install any anti-virus or similar software, and the scope of services contemplated under this SOW does not include such services.
7. IP Rights. Intellectual property rights, including the design, development and delivery of all inventions, business methods, processes, concepts, designs, blueprints, photographs, works of authorship, reports, plans, software (in source and object code format), documentation, databases, data, information and other materials (whether intangible or tangible), prepared or created by Ricoh related in the course of the Services will, upon creation, become Ricoh's property ("Ricoch IP") and Ricoh will retain all ownership rights in Ricoh IP; however, that Ricoh IP does not include, and Ricoh will not acquire ownership of data, materials or content provided by Customer. Nothing contained in this SOW will 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 this SOW or that may be independently developed by Ricoh outside the scope of this SOW. Customer will not use any Services or deliverables for any unlawful purpose. Subject to payment of all relevant Fees and charges, Ricoh hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in this SOW) license solely for its internal business purposes, and may use, display, and distribute (within Customer's organization only) the Ricoh IP, except as otherwise limited under this SOW. For clarity, this SOW and the foregoing license relates to the Services only, and software programs (whether on-site or hosted) will not be deemed to be deliverables or "Services." All licensing of Ricoh and/or third-party software is as provided in the next Section.
8. Software. All Ricoh and/or third-party software provided by Ricoh is licensed, not sold, and is subject to both the server, seat, quantity, and other usage restrictions set forth any applicable license agreement, license terms, or subscription terms ("Software License"),

whether pursuant to written, click-through, shrink - wrap or other agreements for such purpose, with the licensor of the software("Licensor"). Ricoh has no right, title or interest in any third - party software and Ricoh makes no representations and provides no warranties with respect thereto. Customer is solely responsible for entering into Software Licenses with the applicable Licensor and acknowledges that its rights and obligations with respect to such software, as well as those of the Licensor, are solely as set forth in such Software Licenses.

9. Confidentiality. "Confidential Information" means information in any form which may be disclosed in the performance of this SOW and which: (a) is identified as confidential; or (b) should reasonably be understood by the receiving party to be confidential and proprietary (including information relating to the Services, data used or generated in the provision of the Services, or any of a party's products, operations, processes, plans or intentions, know - how, trade secrets, market opportunities or business affairs). But, "Confidential Information" will not include information which: (i) at the time of disclosure is in the public domain; (ii) after disclosure becomes part of the public domain through no fault of the receiving party; (iii) is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction; or (iv) can be established to have been independently developed and so documented by the receiving party or obtained by the receiving party from any person not in breach of any confidential obligations to the disclosing party. Neither party may divulge, and each party must ensure that its employees and subcontractors do not divulge, to any third-party, any Confidential Information of the other party without the other party's prior written consent, except to authorized representatives of Customer or to employees or subcontractors of Ricoh who have a need to access such Confidential Information to perform the Services. Customer acknowledges and agrees that it will not provide any sensitive information, personal data or information that is otherwise regulated by applicable law, rule, statute, regulation or guidance document without first notifying Ricoh in writing, so the parties may, if required, enter into additional terms and conditions related to such information. Ricoh may use general statistics relating to this engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Notwithstanding anything in this SOW to the contrary, Customer is responsible for ensuring its own compliance with any and all applicable legal, regulatory, business, industry, security, compliance and storage requirements relating to data retention, protection, destruction and/or access. It is 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 Customer's business or data retention, and any actions required to comply with such laws.
10. Compliance. Customer will indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any fine, penalty, claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees) for any actual or alleged violation of any law or regulation, including, without limitation, claims relating to: (a) shipping of any regulated materials (e.g., hazardous materials) arising from Ricoh's shipping of materials provided by or on behalf of Customer hereunder; (b) Customer's use of personal or other regulated data in conjunction with any one or more Services; and (c) import, export and re-export control (collectively, "Import/Export Laws") arising from Customer's use of the Services and/or any software or web-based solution provided or contemplated under this SOW. Despite any other provision of this SOW, Customer will at all times remain solely responsible for complying with all applicable laws (including shipping laws or regulations and Import/Export Laws) and for obtaining any applicable authorization or license thereunder. Ricoh does not provide legal, accounting, or tax advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation, or other requirement. Customer represents and warrants to Ricoh that it, its employees and agents will not provide Ricoh with any document, technology, software or item for which any authorization or license is required under any Import/Export Law. Without limiting the survival of any other provisions of this SOW, Ricoh and Customer agree that the terms of this Section will survive the expiration or earlier termination of this SOW. Each party will promptly notify the other if there is a threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.
11. Non - Solicitation. Customer agrees that during the term of the Services and for a period of 1 year after termination thereof, it will not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services.
12. General. This SOW is the entire agreement between the parties relating to the subject matter of the SOW and supersedes all prior understandings, writings, proposals, representations or communications (oral or written) of either party. Only a CO in writing executed by authorized representatives of both parties may amend this SOW. Any purchase order or other Customer ordering document will not modify or affect this SOW, nor have any other legal effect. All equipment is purchased or leased by Customer under a separate agreement with independent obligations governed solely by the terms in the separate agreement. Customer may not transfer or assign this SOW without Ricoh's prior written consent. Ricoh will be excused from any delay or failure in performance under this SOW if the delay or failure is caused by any event of force majeure or other factor beyond Ricoh's reasonable control. The parties are independent contractors. This SOW will be interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. Electronic signatures of the parties on this SOW will have the same force and effect as manual signatures. This SOW may be executed in multiple counterparts, each of which will be deemed an original.

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This SOW shall be effective as of the date of execution by both Ricoh and Customer. Scheduling of resources and Project duration estimates can only be provided after this SOW has been signed by both parties. By signing below, the undersigned represent that they are duly authorized to enter into this SOW on behalf of their respective entities.

CUSTOMER ACCEPTANCE

Authorized Signature	Name and Title Leon Armour, Board President	Date

RICOH ACCEPTANCE

Authorized Ricoh Signature	Name and Title	Date

PLEASE PRINT THE NAME AND TITLE OF THE SIGNER IN THE APPROPRIATE SIGNATURE BLOCK.