

**Product Schedule Number:** \_\_\_\_\_  
**Master Lease Agreement Number:** \_\_\_\_\_

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and \_\_\_\_\_, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease 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**

Customer (Bill To)				Billing Contact Name			
Product Location Address				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		

**PRODUCT/EQUIPMENT DESCRIPTION ("Product")**

Qty	Product Description: Make & Model

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**PAYMENT SCHEDULE**

<b>Minimum Term</b> (months)

<b>Minimum Payment</b> (Without Tax)
\$

<b>Minimum Payment Billing Frequency</b>
<input type="checkbox"/> Monthly
<input type="checkbox"/> Quarterly
<input type="checkbox"/> Other: _____

<b>Advance Payment</b>
<input type="checkbox"/> 1 <sup>st</sup> Payment
<input type="checkbox"/> 1 <sup>st</sup> & Last Payment
<input type="checkbox"/> Other: _____

Guaranteed Minimum Images*°	
Black/White	Color

Cost of Additional Images°	
Black/White	Color

<b>Meter Reading/Billing Frequency</b>
<input type="checkbox"/> Monthly
<input type="checkbox"/> Quarterly
<input type="checkbox"/> Other: _____

\* Based upon Minimum Payment Billing Frequency

° Based upon standard 8 1/2" x 11" paper size. Paper sizes greater than 8 1/2" x 11" may count as more than one image.

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**

1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."

2. You, the undersigned Customer, have applied to us to use 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 the Lease Agreement, if applicable. If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the terms and conditions on 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.** You acknowledge and agree that the Ricoh service commitments included on the "*Image Management Commitments*" page attached to this Schedule (collectively, the "Commitments") are separate and independent obligations of Ricoh USA, Inc. ("Ricoh") governed solely by the terms set forth on such page. If we assign this Schedule in accordance with the Lease Agreement, the Commitments do not represent obligations of any assignee and are not incorporated herein by reference. You agree that Ricoh alone is the party to provide all such services and is directly responsible to you for all of the Commitments. We are or, if we assign this Schedule in accordance with the Lease Agreement, our assignee will be, the party responsible for financing and billing this Schedule, including, but not limited to, the portion of your payments under this Schedule that reflects consideration owing to Ricoh in respect of its performance of the Commitments. Accordingly, you expressly agree that Ricoh is an intended party beneficiary of your payment obligations hereunder, even if this Schedule is assigned by us in accordance with the Lease Agreement.
  
3. **Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Schedule. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images by the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.
  
4. Additional Provisions (if any) are: \_\_\_\_\_  
 \_\_\_\_\_

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

<p><b>CUSTOMER</b></p> <p>By: <b>X</b> _____          Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>	<p><b>Accepted by: RICOH USA, INC.</b></p> <p>By: _____          Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
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**RICOH USA, INC.****IMAGE MANAGEMENT COMMITMENTS**

The below service commitments (collectively, the "Service Commitments") are brought to you by Ricoh USA, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("Ricoh"). The words "you" and "your" refer to you, our customer. You agree that Ricoh alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. Ricoh or, if Ricoh assigns the Product Schedule to which this page is attached in accordance with the Lease Agreement (as defined in such Product Schedule), Ricoh's assignee, is the party responsible for financing and billing the Image Management Product Schedule. The Service Commitments are only applicable to the equipment ("Product") described in the Image Management Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Product is accepted by you and apply during Ricoh's Normal Business Hours (as defined below). They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

**TERM PRICE PROTECTION**

The Image Management Minimum Payment and the Cost of Additional Images, as described on the Image Management Product Schedule, will not increase in price during the Minimum Term of the Image Management Product Schedule, unless agreed to in writing and signed by both parties.

**PRODUCT SERVICE AND SUPPLIES**

Ricoh will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding holidays ((i) New Year's Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day). Ricoh will also provide the supplies required to produce images on the Product covered under the Image Management Product Schedule (other than non-metered Product and soft-metered Product). The supplies will be provided according to manufacturer's specifications. Ricoh reserves the right to assess a reasonable charge for supply shipments if you request overnight delivery. If Ricoh determines that you have used more supplies than the manufacturer's recommended specifications, you will pay reasonable charges for those excess supplies and/or Ricoh may refuse you additional supply shipments, or as otherwise agreed to by the parties. Optional supply items such as paper and transparencies are not included, unless otherwise agreed to by the parties in writing. Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

**RESPONSE TIME COMMITMENT**

Ricoh will provide a one hour (1) phone response to service calls measured from receipt of your call. Ricoh will provide a four (4) business hour response time for all service calls located within a major metropolitan area, and an eight (8) business hour average response time for service calls located fifty (50) miles or greater from a Ricoh service center for the term of the Image Management Product Schedule. Response time is measured in aggregate for all Product covered by the Image Management Product Schedule.

**UPTIME PERFORMANCE COMMITMENT**

Ricoh will service the Product to be Operational with a quarterly uptime average of 95% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to Ricoh and will end when the Product is again Operational. You agree to make the Product available to Ricoh for scheduled preventative and interim maintenance. You further agree to give Ricoh advance notice of any critical and specific uptime needs you may have so that Ricoh can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments, "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

**IMAGE VOLUME FLEXIBILITY AND PRODUCT ADDITIONS**

At any time after the expiration of the initial ninety day period of the original term of the Image Management Product Schedule to which these Service Commitments relate, Ricoh will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, Ricoh will present pricing options to conform to a new image volume. If you agree that additional product is required to satisfy your increased image volume requirements, Ricoh will include the product in the pricing options. The addition of product and/or increases/decreases to the Guaranteed Minimum Images requires an amendment ("Amendment") to the Image Management Product Schedule that must be agreed to and signed by both parties to the Schedule. The term of the Amendment may not be less than the remaining term of the existing Image Management Product Schedule but may extend the remaining term of the existing Image Management Product Schedule for up to an additional 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of product may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

**PRODUCT AND PROFESSIONAL SERVICES UPGRADE OPTION**

At any time after the expiration of one-half of the original term of the Image Management Product Schedule to which these Service Commitments relate, you may reconfigure the Product by adding, exchanging, or upgrading to an item of Product with additional features or enhanced technology. A new Image Management Product Schedule or Amendment must be agreed to and signed by the parties to the Schedule, for a term not less than the remaining term of the existing Image Management Product Schedule but may, in the case of an Amendment, extend the remaining term of the existing Image Management Product Schedule for up to an additional 60 months. The Cost of Additional Images and the Minimum Payment of the new Image Management Product Schedule will be based on any obligations remaining on the Product, the added product and new image volume commitment. Your Ricoh Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Product Schedule or Amendment.

**PERFORMANCE COMMITMENT**

Ricoh is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. Should a Product or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Product with another unit of the same product designation as that Product and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Product it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities. Ricoh shall 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. If you are dissatisfied with Ricoh's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

**ACCOUNT MANAGEMENT**

Your Ricoh sales professional will, upon your request, be pleased to review your product performance metrics on a quarterly basis and at a mutually convenient date and time. Ricoh will, upon your request, be pleased to annually review your business environment and discuss ways in which Ricoh may improve efficiencies and reduce costs relating to your document management processes.

**QUALITY ASSURANCE**

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local Ricoh office. *To ensure the most timely response please call 1-888-275-4566.*

**MISCELLANEOUS**

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of Ricoh. Ricoh and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, Ricoh makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Product provided or serviced by Ricoh, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. These Service Commitments shall be governed according to the laws of the State where your principal place of business or residence is located without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Product will ONLY be serviced by a "Ricoh Certified Technician". If any software, system support or related connectivity services are included as part of these Service Commitments as determined by Ricoh, Ricoh shall provide any such services at your location set forth in the Product Schedule as applicable, or on a remote basis. You shall provide Ricoh with such access to your facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services. You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, Ricoh may place automated meter reading units on imaging devices, including but not limited to the Product, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. Ricoh agrees that such units will be used by Ricoh solely for such purpose. Once transmitted, all meter read data shall become the sole property of Ricoh and will be utilized for billing purposes.