

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a five (5) year term and supply contract for the furnishing of photocopier equipment rental and services for use by the Cooperative Print Shop which includes the Office Services Unit and the Circuit and Family Courts, to Ricoh Corporation of Lenexa, KS, under the terms and conditions of the U.S. Communities Government Purchasing Alliance contract, an existing government contract.

RESOLUTION #16690, August 11, 2008

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the Director of Finance and Purchasing recommends the award of a five year term and supply contract for the furnishing of photocopier equipment rental and services to Ricoh Corporation of Lenexa, KS, under an existing government contract of the U.S. Communities Government Purchasing Alliance; and,

WHEREAS, the Director recommends award under section 1030.4, Jackson County Code, 1984, for the reason that this will allow the County to take advantage of higher volume discounts offered to large entities; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award under the existing government contract be made as recommended by the Director of Finance and Purchasing, and that the Director be, and is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby

is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agencies are contained in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Jim D. Hader
Chief Deputy County Counselor

Mary Jo Spino
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16690 of August 11, 2008, was duly passed on August 18, 2008 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

8-19-08
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.

August 6, 2008
Date

Henry Thomas
Director of Finance and Purchasing

TERM & SUPPLY SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 27th day of August, 2008, by and between Jackson County, Missouri, (hereinafter called "County"), and Ricoh Americas Corporation, a Delaware corporation with offices at 5 Dedrick Place, West Caldwell, New Jersey 07006, (hereinafter called "Ricoh").

WITNESSETH:

WHEREAS, the County Legislature did, by Resolution 16690, dated August 11, 2008, authorize the award of a five (5) year term and supply contract for the furnishing of photocopier equipment rental services for use by the Cooperative Print Shop, which includes the Office Services Unit and the Circuit and Family Courts, to Ricoh Corporation of Lenexa, KS ("Ricoh") under the terms and conditions of an existing government contract, U.S. Communities Government Purchasing Alliance Contract No. 58795 ("Government Purchasing Contract") which is incorporated by reference herein; and,

WHEREAS, the County's Director of Finance and Purchasing was authorized by Resolution 16690 to execute any documents necessary to the accomplishment of the award; and,

WHEREAS, Ricoh's parent entity requires the execution of the Master Agreement attached hereto between the parties before providing services under the terms and conditions of the Government Purchasing Contract; and,

WHEREAS, the parties now desire to incorporate the Master Agreement into the Government Purchasing Contract subject to the terms and conditions of the Government Purchasing Contract; and,

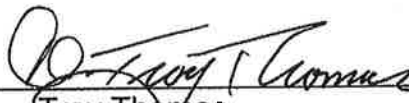
WHEREAS, the terms and conditions of the Government Purchasing Contract shall control and prevail in the specification of the duties of the parties and the interpretation of the Master Agreement; and,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Ricoh respectively agree with each other as follows:

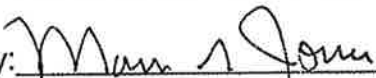
1. Except as expressly provided herein, all provisions of the Government Purchasing Contract and the Master Agreement between Ricoh and County shall be performed by the parties to this Agreement.
2. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.


JACKSON COUNTY, MISSOURI

By: 
Troy Thomas
Director of Finance & Purchasing

APPROVED AS TO FORM

By: 
Mark S. Jones
County Counselor

RICOH AMERICAS CORPORATION

By: 
Title: SR Manager Customer Service Center
Federal I.D. No.: _____

RICOH

**MASTER AGREEMENT
WITH
*Jackson County Print Shop***

FILED

SEP 30 2008 *msf*

MARY JO SPINO
COUNTY CLERK

**Ricoh Americas Corporation
5 Dedrick Place
West Caldwell, NJ 07006**

MASTER AGREEMENT

This Master Agreement ("Agreement"), made as of this ___ day of _____, 200_ (the "Effective Date"), sets forth the terms and conditions upon which _____, a _____ corporation with offices at _____, _____ ("Customer") and Ricoh Americas Corporation, a Delaware corporation with offices at 5 Dedrick Place, West Caldwell, New Jersey 07006 ("Ricoh"), have agreed that Customer Companies (as hereafter defined) may through the execution of Orders (as hereafter defined) acquire Products (as hereafter defined) from Ricoh on the terms and conditions set forth in this Agreement.

IN CONSIDERATION of the mutual covenants and undertakings contained herein, and intending to be legally bound, Ricoh and Customer hereby agree as follows.

1. Definitions.

1.1 **Specific Words or Phrases.** For purposes of this Agreement, each word or phrase listed below shall have the meaning designated. Other words or phrases used in this Agreement may be defined in the context in which they are used, and shall have the respective meaning there designated.

- (a) **"Control" or "Controls" or "Controlled"** when used with respect to a Customer Company, means the power, whether directly or indirectly (by ownership of stock, share capital, the possession of voting power, contract or otherwise), to appoint and/or remove the majority of the members of the governing body of such Customer Company, or otherwise exercise control over such entity's affairs and policies.
- (b) **"Customer"** means, for the general purposes of this Agreement, the entity designated above as "Customer". However, for the particular purposes of any agreement that arises as a result of an Order, reference to "Customer" shall be construed solely as a reference to the specific entity (either the entity designated above as "Customer" or a Customer Company) that executes that particular Order.
- (c) **"Customer Company"** means and includes Customer and any entity that, from time to time during the term of this Agreement, directly or indirectly Controls, is Controlled by, or is under common Control with Customer and which is eligible to participate/place orders under this Agreement. A list of those Customer Companies and their locations is attached hereto as Schedule A and may be amended from time to time upon written agreement of the parties during the term of this Agreement as circumstances may require.
- (d) **"Designated Servicer"** means a third-party entity which may be a Ricoh affiliate, or an independent dealer or distributor of Ricoh or an entity having a business relationship with Ricoh which is assigned Ricoh's obligations for the performance of all or any portion of this Agreement or an Order.
- (e) **"Documentation"** means all documents and materials (in any language, format or medium) that are supplied by Ricoh to its commercial customers to aid in the use and operation of the Products, and all modifications to such documents or materials that are made by or on behalf of Ricoh from time to time, including: (i) functional, technical and performance information, (ii) installation, configuration, administration, operation and maintenance procedures and instructions, and (iii) training guides and user manuals.
- (f) **"Equipment"** means the machines and accessories supplied by Ricoh to Customer as set forth in the attached Schedule B.
- (g) **"Intellectual Property Rights"** means those rights arising from patents, trademarks, service marks, and copyrights.
- (h) **"Lessor"** means a third party financial institution that leases or rents Products to Customer.
- (i) **"Maintenance Services"** consists of the support and maintenance services to be provided by Ricoh or a Designated Servicer in accordance with the requirements set forth in Section 5 of this Agreement.
- (j) **"Order"** means a transactional document in the form(s) attached to this Agreement as Exhibits 1 through 4 inclusive of this Agreement, which are used for the acquisition of Products by Customer from Ricoh or a Designated Servicer.
- (k) **"Products"** means and includes the products and services made available to Customer under this Agreement, including Equipment, Software, Maintenance Services and Professional Services.

- (l) **"Professional Services"** means and includes such other and further services that may be provided by Ricoh or a Designated Servicer to Customer, including but not limited to Facilities Management Services, Managed Print Services, Network Management Services, Processing Services or other services which are more fully described in a Statement of Work.
- (m) **"Software"** means the standard operating and supervisory software integrated in the Equipment, together with any application software that is not otherwise covered by a separate license agreement, wherever resident and/or whatever media.
- (n) **"Specifications"** means and includes: (i) the standard published specifications for the Products; and (ii) any additional description of the functional, technical, design and performance characteristics of the Products provided by Ricoh or a Designated Servicer to Customer.
- (o) **"Statement of Work"** means the agreement between a Ricoh and Customer which describes the Professional Services to be provided by Ricoh.

GENERAL TERMS AND CONDITIONS

2. **Acceptance.** This Agreement establishes the general terms and conditions under which Customer may, from time to time, acquire Products from Ricoh. This Agreement does not in and of itself constitute any agreement to purchase, rent, lease and/or license any Products, but sets forth the terms and conditions which are incorporated by reference into any Order for Products. Neither this Agreement nor any specific Order shall be valid unless signed by a duly authorized representative of Customer and accepted in writing by a duly authorized representative of Ricoh. This shall be the sole and exclusive manner of acceptance.

3. **Orders.** Customer may acquire the Products from Ricoh by executing and delivering to Ricoh an Order for acceptance. Purchases of Equipment or supplies shall be subject to the Order Agreement, Terms and Conditions of Purchase, attached hereto as Exhibit 1. Customer and Ricoh may agree that Customer shall lease Equipment from Ricoh or a Lessor, pursuant to the Order Agreement, Terms and Conditions for Lease, executed pursuant to this Agreement and attached hereto as Exhibit 2 and such Terms and Conditions for Lease take precedence over the terms and conditions of this Agreement. Maintenance Services for Products shall be provided by Ricoh pursuant to the terms of a Maintenance Agreement in the form attached hereto as Exhibit 3. Any Professional Services provided by Ricoh to Customer shall be provided pursuant to a Statement of Work. A basic description of the terms and conditions applicable to the provision of Professional Services to be provided to Customer by Ricoh is set forth in Exhibit 4 attached hereto.

With respect to any Order:

- (a) Ricoh or Lessor reserve the right to conduct such credit investigations and inquiries as deemed necessary and appropriate as a prior condition of acceptance of any Order and to reject any Order where the results of such investigation are unsatisfactory in the sole discretion of Ricoh or Lessor.
- (b) Ricoh shall be permitted to assign or otherwise transfer the performance of all or a portion of its obligations to a Designated Servicer in Ricoh's discretion.

4. **Integration.** The terms of this Agreement shall be incorporated by reference into any Order; provided, however, that to the extent that there is any conflict between the terms of any Order and the terms of this Agreement, the terms of the Order shall control.

5. **Maintenance Services.** Ricoh or its Designated Servicer shall make Maintenance Services available to Customer for Equipment (provided the Equipment was new when it was installed) and Software for a period of five (5) years from the date of installation of such Equipment.

6. **Pricing and Charges/Payment Terms.** The pricing and discounts (if applicable) for Products shall be as set forth in the attached Schedule B and shall be firm for a period of five (5) year from the Effective Date. Pricing for Maintenance Services shall remain fixed for five years Unless otherwise specified in any Order, payment to Ricoh for Products shall be net thirty (30) days from date of invoice. Customer shall pay Ricoh interest on any past due payment at the highest rate permitted by applicable law, not to exceed 1.5% per month.

7. **Taxes.** Customer is sales tax exempt and property taxes are inclusive in the montly equipment lease price..

8. **Limited Warranties.**

(a) **Authority and Non-Infringement.** Ricoh represents and warrants to Customer that Ricoh has all rights and authority required to enter into this Agreement and/or any Order hereunder, to convey to Customer good, clear and marketable title to the Equipment, license rights for the Software, and to perform the Maintenance Services and Professional Services contemplated by this

Agreement and/or any Statement of Work hereunder, free from all liens, claims, encumbrances, security interests and any other restrictions. Subject to the applicable terms and conditions of this Agreement and Order, so long as all of its obligations are satisfied, Customer will be entitled to possess the Products and to use and enjoy the benefit of all Products without adverse interruption or disturbance by Ricoh or any entity asserting a claim of ownership under or through Ricoh. Ricoh further represents and warrants that the Equipment and all other materials of whatever nature furnished under this Agreement, and the use thereof by Customer in accordance with the terms and conditions of this Agreement, will not infringe, misappropriate or violate the Intellectual Property Rights of any third party, or violate the laws, regulations or orders of any governmental or judicial authority.

(b) Spare Parts. Ricoh warrants to Customer that all replacement parts shall equal or exceed the original manufacturer's specifications for such parts. Title to any replacement parts shall vest in the owner of the Equipment at the time of installation, at which time title to the parts so replaced shall revert back to Ricoh. Ricoh represents and warrants that for a minimum period of five (5) years from the date of installation of new Equipment, Ricoh will manufacture or procure spare parts for each Product acquired hereunder. Without prejudice to any other rights and remedies available to Customer under this Agreement, in the event Ricoh cannot procure spare parts in accordance with this Section, Ricoh will replace the Equipment needing servicing with Equipment of substantially similar specifications at no additional cost to Customer. Such Equipment may be new or refurbished equipment in Ricoh's sole discretion.

(c) Availability of Maintenance Services. Ricoh warrants to Customer that for a minimum period of five (5) years after installation, Ricoh will make continuous Maintenance Services available to Customer, provided such Equipment was new when installed.

(d) Material and Workmanship. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Equipment (i) will be in good working order and substantially conform to the applicable Specifications, and (ii) will be free from any defects in material and workmanship. In addition, Ricoh will (at no additional charge) make available engineering changes or Software updates that are generally released by Ricoh during the term that Maintenance Services are being provided. If during such ninety (90) day period Ricoh receives notice as set forth above that the Product fails to operate in substantial conformity to the Specifications, Ricoh will (at no additional charge) furnish all materials and make all adjustments, repairs, and replacements required to correct the defect. The foregoing warranty shall not apply in the event the Product is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh or a Designated Servicer, or (b) and not installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications or, (c) a defective or improper non-Ricoh accessory or supply or part is attached to the Equipment, or (d) the Equipment is relocated to any place where Ricoh or Ricoh authorized services are not available.

(e) THE FOREGOING LIMITED WARRANTIES DO NOT APPLY TO CONSUMABLE PARTS INCLUDING, BUT NOT LIMITED TO DRUMS, CLEANING BRUSHES, FILTERS, HEAT AND OILER TUBES, PRESSURE PADS, LAMPS LENSES, FUSES, PAPER AND TONER. THE WARRANTIES EXPRESSED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON CONFORMITIES IN THE MANNER PROVIDED ABOVE SHALL CONSTITUTE FULFILLMENT OF ALL OBLIGATIONS OF RICOH WITH RESPECT TO OR ARISING OUT OF THE EQUIPMENT, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE.

9. Intellectual Property Rights. Upon termination or expiration of an Order or the right of Customer to use and possess the Equipment, for any reason, all rights of Customer to the Software and all changes, modifications, customizations, or improvements made or developed with regard to the Software, granted under this Agreement shall terminate and immediately revert to Ricoh, and Customer shall return to Ricoh the Software and all copies and portions thereof and remove the Software from its computers and its computer systems. Customer acknowledges and agrees that the Software is Ricoh's property, is protected by copyright, trade secrets and trademark law, and contains valuable confidential, unpublished information developed or acquired by Ricoh at great expense. The Software, product names and other Ricoh materials and documentation, if any, are either patented, copyrighted, trademarked or otherwise proprietary to Ricoh. Customer agrees not to remove any such notices and Product identification.

10. Assignment. Without Ricoh's prior written consent, Customer shall not assign, transfer, pledge, hypothecate or otherwise dispose of or encumber this Agreement, any Order, the Equipment, Software or any interest therein; or sublet or lend the Equipment or Software or permit it to be used by anyone other than Customer or Customer's employees. Ricoh may assign this Agreement, any Order, any payments, or the Products (subject to Customer's rights), in whole or in part, as collateral or otherwise, without notice to Customer, to a Lessor or Designated Servicer. Payment by Customer to an assignee shall constitute acknowledgment of such notice. Notwithstanding any such assignment, Ricoh warrants that, upon full compliance with the terms of this Agreement by Customer, Customer shall quietly enjoy use of the Equipment, subject to the terms and conditions hereof.

11. Limitation of Liability. Ricoh shall have no liability to Customer (or to any person or entity claiming through Customer) for lost profits, loss of revenue, or for special, incidental, indirect, consequential or exemplary damages arising out of or in any manner connected with this Agreement or any Order, or the subject matter hereof or thereof, regardless of the form of action and

whether or not Ricoh has been informed of, or otherwise might have anticipated, the possibility of such damages, provided, however, that the limitations of liability set forth in this Section 11 shall not apply to (i) damages resulting from the willful misconduct or gross negligence of Ricoh, or its personnel, or (ii) Intellectual Property infringement claims for which Ricoh has agreed to indemnify Customer pursuant to this Agreement. In no event shall any liability of Ricoh to Customer arising out of or in connection with the Professional Services provided by Ricoh or any Designated Servicer to Customer exceed the amount paid by Customer pursuant to the subject Terms and Conditions for Software/Professional Services.

12. Excused Performance. A party will be excused from a delay in performing, or a failure to perform, its obligations under this Agreement or any Order to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such party. Such events include, but are not limited to, acts of God or the public enemy, fire, flood, shipwreck, strike or other labor dispute, government order, regulation, terrorist acts or acts of war. In such event, the performance times shall be extended for a period of time equivalent to the time lost because of the excusable delay. However, if an excusable delay continues more than sixty (60) days, the party not relying on the excusable delay may, at its option, terminate the affected Order in whole or in part, upon notice to the other party. In order to avail itself of the relief provided in this Section for an excusable delay, the party must act with due diligence to remedy the cause of, or to mitigate or overcome, such delay or failure.

13. Term and Termination

(a) Term. This Agreement shall commence as of the Effective Date and shall remain in force for a period of five (5) years unless sooner terminated as provided for herein or by agreement of the parties. Each Order shall only become effective when duly signed on behalf of the parties thereto, and shall continue in effect thereafter through the date of termination specified in accordance with the provisions of that Order. Notwithstanding anything to the contrary set forth in this Agreement, Customer shall have no right to terminate payment obligations pursuant to an Order, such payment obligations being unconditional, non-cancelable and not subject to any right of offset or set-off.

(b) Termination of Agreement. This Agreement may be terminated by the parties as follows:

(i) Termination for Cause by Customer. Only Customer (and not any Customer Company) shall have the right to terminate this Agreement upon not less than thirty (30) days' prior written notice to Ricoh in the event of the occurrence of any of the following: (i) Ricoh's material breach of any provision of the Agreement provided that such breach has not been cured within thirty (30) days after such notice; or (ii) if Ricoh shall be or become insolvent, shall call any meeting of creditors or have appointed a receiver or trustee over itself or its assets, or if any petition, proceeding or other action under any bankruptcy laws shall be filed by or instituted against Ricoh.

(ii) Termination for Cause by Ricoh. Ricoh shall have the right to terminate the Master Agreement upon not less than thirty (30) days' prior written notice to Customer in the event of the occurrence of any of the following: (i) Customer's material breach of any provision of this Agreement independent of any Order, provided that such breach has not been cured within thirty (30) days after such notice; or (ii) if Customer shall be or become insolvent, shall call any meeting of creditors or have appointed a receiver or trustee over itself or its assets, or if any petition, proceeding or other action under any bankruptcy laws shall be filed by or instituted against Customer

(c) Effect of Termination or Expiration on Agreement. Upon any termination or expiration of this Agreement:

(i) Unless Customer provides Ricoh written notice to the contrary as provided for in this Section, any unfilled Order or portion thereof for the purchase or lease of Equipment or licensing Software shall automatically terminate with respect to that Equipment and Software for which delivery has not yet occurred and such Equipment and Software shall be made available by Customer for return to Ricoh. In the event Customer desires to maintain any outstanding Order for which delivery has not yet occurred notwithstanding the termination of this Agreement, Customer shall provide Ricoh written notice thereof no later than ten (10) days after the effective date of termination of this Agreement and Customer shall identify in such written notice the Orders thereof Customer desires to maintain in effect,

(ii) Ricoh shall refund to Customer Companies any payments made on account of future Maintenance

(iii) Services and Professional Services not performed as of the date of termination of such Services.

(iv) Termination of this Agreement shall not limit either party from pursuing any other remedies available to it by law or under the Agreement.

14. Indemnification/Infringement.

(a) Infringement Claims. Ricoh will defend, indemnify and hold harmless Customer from all losses, damages, injuries, costs and expenses (including without limitation, court costs and reasonable attorneys' fees) arising from a claim that any Product furnished by Ricoh infringes the Intellectual Property Rights of any third party, provided that Customer complies with the procedure set forth below. In such event, Ricoh may, at its expense, either (i) modify such Products to make them non-infringing

while retaining the same or equivalent functionality, (ii) obtain for or on behalf of Customer a license to continue using such Products or (iii) replace the Products with substantially similar Products with the same or equivalent functionality. The foregoing indemnity shall not apply to the extent that the alleged infringement arises out of or relates to: (i) infringing property, information or data which is not provided by Ricoh; (ii) any act or omission of Customer not authorized under this Agreement or the relevant Order (as applicable); (iii) the use of the Intellectual Property in combination with other software, materials, equipment or services which are not supplied by Ricoh; (iv) customized portions of a Product designed in accordance with written specifications provided by Customer; or (v) alterations or amendments made to the Intellectual Property or Equipment which are not made by Ricoh.

(b) Personal Injury, Death and Property Damage Claims. Each party shall defend, indemnify and hold harmless the other party, the other party's affiliates, and their directors, officers, employees and agents (each, an "indemnified party") from all losses, damages, injuries, costs and expenses (including without limitation court costs and reasonable attorneys' fees) arising out of personal injury, death or damage to tangible property, suffered by the party claiming indemnification and directly and proximately caused by the acts or omissions of the other party (the "indemnifying party"), its affiliates and/or each of their directors, officers, employees or agents, arising out of or related to this Agreement, provided in each case that the indemnified party complies with the procedure set forth in subsection (c) below.

(c) Procedure. The following procedure shall be applicable to indemnification sought pursuant to this Section. The indemnified party shall promptly notify the indemnifying party of a claim to be subject to this Section; provided however, that failure to do so shall not preclude such party's right to indemnification if such failure does not materially prejudice the indemnifying party, and if such failure does materially prejudice the indemnifying party then the indemnified party's rights shall only be diminished to the extent of the prejudice. The indemnified party shall control the defense and/or settlement of the claim; provided, however, that upon receipt of notice of the claim, the indemnifying party shall have the right to assume control of the defense of the claim by providing the indemnified party notice of such assumption within thirty (30) days after receipt of notice of the claim. The indemnifying party's control of the defense shall include the right to compromise or settle such claim for money damages which the indemnifying party shall pay. Any other compromise or settlement must be approved by the indemnified party which consent shall not be unreasonably withheld conditioned or delayed. If the indemnifying party assumes control of the defense shall include the right to compromise or settle such claim for money damages which the indemnifying party shall pay. The indemnified party shall be reimbursed for its reasonable, direct out-of-pocket expenses, as incurred, including, without limitation, attorneys' fees, incurred either (i) as a result of such participation at the indemnifying party's request as described in the prior sentence, (ii) during the initial defense of the claim prior to the time the indemnifying party assumes control of the defense of the claim, or (iii) in connection with the defense of the claim in the event the indemnifying party does not assume control of the defense of the claim. If the indemnifying party does assume control of the defense, the indemnified party in any event may choose to participate in the defense and/or settlement with counsel of its own choosing at its own expense.

15. Confidentiality.

(a) "Confidential Information" means and refers to all tangible or intangible information and materials, in any form or medium (and without regard to whether the information or materials are owned by Ricoh, Customer or by a third party), whether furnished or disclosed to either party, or otherwise obtained, accessed or observed, that satisfies at least one of the following criteria:

- (i) Information or materials related to a party or its affiliates or any of their respective customer's business, trade secrets, customers (including identities, characteristics and activities), business plans, strategies, forecasts or forecast assumptions, operations, methods of doing business, records, pricing, finances, assets, technology (including software, data bases, data processing or communications networking systems), data or information or materials that reveal research, technology, practices, procedures, processes, methodologies, know how, or other systems or controls by which a party's products, services, applications, prices and methods of operations or doing business are developed, conducted or operated, and all information or materials derived therefrom or based thereon;
- (ii) Information or materials designated or identified as confidential by a party, whether by letter or by an appropriate proprietary stamp or legend, prior to or at the time such information or materials are disclosed;
- (iii) Information disclosed orally or visually, or written or other form of tangible information or materials

without an appropriate letter, proprietary stamp or legend, if it would be apparent to a reasonable person, familiar with the business and the industry in which a party operates, that such information or materials are of a confidential or proprietary nature; or,

- (iv) Any non-public, personal, financial or identifying information of an individual, including a party's customers or employees.

(b) Duty of Care. During the term of this Agreement and for a period of three (3) years after expiration or termination of this Agreement, the party receiving ("Receiving Party") Confidential Information of the other party ("Disclosing Party") will exercise at least the same degree of care with respect to the Disclosing Party's Confidential Information that the Receiving Party exercises to protect its own Confidential Information; and, at a minimum, the Receiving Party will maintain adequate security measures to safeguard the Disclosing Party's Confidential Information from

unauthorized disclosure, access, use and misappropriation. Without limiting the generality of the foregoing, the Receiving Party will only use or reproduce the Disclosing Party's Confidential Information to the extent necessary to enable the Receiving Party to fulfill its obligations or exercise its rights under this Agreement. In addition, the Receiving Party will disclose the Disclosing Party's Confidential Information only to those of the Receiving Party's personnel or those of its affiliates and/or a Designated Servicer who have a "need to know" such Confidential Information (and only to the extent necessary) in order to fulfill the purposes contemplated by this Agreement or an applicable Affiliate Agreement. If the Receiving Party becomes aware of any threatened or actual unauthorized access to, use or disclosure of, or any inability to account for, the Disclosing Party's Confidential Information, the Receiving Party will promptly notify the Disclosing Party thereof and will assist the Disclosing Party with its efforts to terminate such access, to curtail such threatened or actual unauthorized use or disclosure, or to recover such information or materials. The Receiving Party will be liable to the Disclosing Party for any non-compliance by its agents or contractors to the same extent it would be liable for non-compliance by its employees.

(c) **Exclusions.** The obligations of confidentiality assumed under this Agreement shall not apply to the extent the Receiving Party can demonstrate that such information:

- (i) is or has become generally available to the public, without any breach by the Receiving Party of the provisions of this Agreement or any other applicable agreement between the parties;
- (ii) was rightfully in the possession of the Receiving Party, without confidentiality restrictions, prior to such party's receipt pursuant to this Agreement;
- (iii) was rightfully acquired by the Receiving Party from a third party who was entitled to disclose such information, without confidentiality or proprietary restrictions;
- (iv) was independently developed by the Receiving Party without using or referring to the Disclosing Party's Confidential Information; or,
- (v) is subject to a written agreement pursuant to which the Disclosing Party authorized the Receiving Party to disclose the subject information.

(d) **Legally Required Disclosures.** The obligations of confidentiality assumed under this Agreement shall not apply to the extent that the Receiving Party is required to disclose the Disclosing Party's Confidential Information under any applicable law, regulation or an order from a court, regulatory agency or other governmental authority having competent jurisdiction, provided that the Receiving Party:

- (i) promptly notifies the Disclosing Party of the order in order to provide the Disclosing Party an opportunity to seek a protective order;
- (ii) provides the Disclosing Party with reasonable cooperation in its efforts to resist the disclosure, upon reasonable request by the Disclosing Party and at the Disclosing Party's expense; and,
- (iii) disclose only the portion of the Disclosing Party's Confidential Information that is required to be disclosed under such law, regulation or order.

16. **Software Installation or Service Acknowledgement and Release.** If Customer requests Ricoh to install Products on Customer's computer hardware, peripherals, network hardware and network software (the "Computer"), Customer acknowledges that Ricoh has no knowledge or control over the type of software currently on Customer's Computer or the environment in which it operates and that some software, including the existing software on the Customer's Computer, may contain configurations or algorithms which are incompatible with the Products. Customer acknowledges that because of these and other factors, which are beyond the control of Ricoh, there are risks associated with the installation or service of the Products, including without limitation, the risk that data on the Computer may be damaged or deleted. Customer acknowledges that it is advisable and the sole responsibility of the Customer prior to installation or service of the Products to back up all data contained on the Computer which Customer, in its sole discretion, deems necessary including, without limitation, all directories, sub-directories and partitions. If any data is damaged, or deleted, Customer is responsible for restoring such data to the Computer. In consideration of Ricoh agreeing to perform such installation, Customer agrees for itself, its employees, agents, successors and assigns, to hereby release and forever discharge Ricoh and its employees, agents, successors and assigns from any and all claims, debts, liabilities, costs, expenses (including attorney's fees), damages, actions and causes of action of every kind and nature, in law and in equity, related to or arising from the installation, service, maintenance, function or use of the Products and the actions of any employees or agents of Ricoh related to the installation, maintenance function or use of the software or hardware.

17. **Effect of Headings.** The subject headings of the sections of this Agreement are included for purpose of convenience only, and shall not affect construction or interpretation of any of its provisions.

18. **Waiver.** The waiver of any breach or default under this Agreement by either party shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver or other breach or default. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of a claim or right unless the waiver or renunciation is in writing and signed by an officer of the aggrieved party.

19. **Governing Law.** This Agreement shall be construed in accordance with and governed by the substantive laws of the State of Missouri, without regard to its conflicts of laws principles.

20. **Notices.** Service of all notices required or permitted under this Agreement shall be sufficient, if given personally delivered or mailed to Customer at its address set forth herein or to Ricoh Americas Corporation at 5 Dedrick Place, West Caldwell, New Jersey 07006, Attn: Legal Department, or at such other address as such party may provide in writing to the other party from time to time. Any such notice shall be effective when deposited in the United States mail, duly and properly addressed, certified mail return receipt requested with postage prepaid or when personally delivered.

20. **Severability.** If any provision or clause of this Agreement or any Order hereunder, or any application thereof to any person, entity or circumstance(s) is held to be invalid, unconscionable or unenforceable, such invalidity, unconscionability or unenforceability shall not affect any other provisions or applications of this Agreement or the subject Order which can be given effect without the invalid, unconscionable or unenforceable provision or application, and to this end the provisions and/or applications of this Agreement or such Order are declared to be severable, null and void, and of no legal force or effect.

21. **Entire Agreement.** This Agreement shall be comprised of this Agreement and the respective individual Order Agreements and Schedules, Exhibits and Statements of Work executed by Ricoh and Customer. This Agreement supersedes all proposals, oral or written, and all other communications between the parties in relation to the subject matter of this Agreement. No other agreement or understanding exists between Ricoh and Customer except as expressly set forth in this writing. 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 and that no "side letter" or "side agreements" exist between the parties. To the extent any such "side letters" or "side agreements" have been entered into, or contemplated, same are hereby deemed unenforceable, null and void and of no legal effect. These terms and conditions shall prevail, notwithstanding any additional or different terms and conditions of any purchase Order submitted by Customer in respect to the Products to be provided hereunder. This writing constitutes the final written expression of all the terms of this Agreement and it is a complete and exclusive statement of those terms. No variation or modification of this Agreement, whether by Customer purchase order or otherwise, and no waiver of any of the Agreement's provisions or conditions shall be binding unless in writing and signed by duly authorized agents of Ricoh and Customer. **Any and all representations, promises, warranties, or statements by Ricoh's agent, employee or representative that differ in any way from the terms of this written Agreement shall be given no force or effect.**

IN WITNESS WHEREOF, the parties hereto, each acting with proper authority, have executed this Agreement as of the Effective Date.

RICOH AMERICAS CORPORATION

Jackson County, Missouri

By: 

By: 

Name: Kenneth Short

Name: Troy Thomas

Title: SR Manager Customer Service Center

Title: Director of Finance and Purchasing

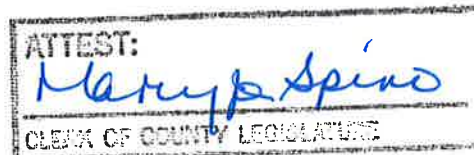
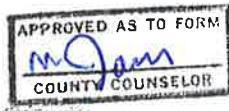




Exhibit 2

**ORDER AGREEMENT
TERMS AND CONDITIONS
FOR LEASE**

**Order Agreement Pursuant to Master Agreement between
Ricoh Americas Corporation and _____
(the "Agreement")**

Customer: Jackson County - Print Shop
Address: 415 East 12 th Street – Room G1 Kansas City, MO 64106
Equipment location if different from above: Same

Quantity	Description	Price
1	Ricoh Pro 1106EX	\$618.00 / month
1	MicroPress	\$137.50 / month
1	Plockmatic Booklet Folder	\$353.00 / month
1	Ricoh HQ9000 Duplicator	\$255.00 / month
1	Ricoh MP C4500SP Color System	\$280.00 / month

Number of Payments	60
Payment Amount	\$1,643.50
Plus Tax	Exempt
Total Payment Amount	\$1,643.50
Payment Frequency	Monthly
Contract Term	60 Months
1 st Payment Due	30 Days After Install

Customer Name: _____

Authorized Signature:  _____

Print Name: _____

Title: _____

Cost Center Number: _____

MASTER TERMS AND CONDITIONS OF LEASE AGREEMENT

1. **LEASE OF EQUIPMENT.** This Master Terms and Conditions of Lease Agreement (this "Lease Agreement") is executed pursuant to that certain Master Agreement dated _____, 20__ (the "Master Agreement") between Ricoh Americas Corporation ("Ricoh") and the Customer, and establishes the general terms and conditions under which Ricoh or a third party Lessor assignee ("Lessor") may, from time to time, lease Equipment (as hereunder defined) to Customer. If so assigned by Ricoh to a Lessor, the term "Ricoh" shall also mean and include such third party Lessor's assignee as to Ricoh's rights, remedies and entitlements hereunder and each Schedule (as hereunder defined) so assigned, but not Ricoh's obligations. The terms hereof shall be deemed to form a part of each Order Agreement for Lease (each, a "Schedule") executed by the parties which references this Lease Agreement. "Equipment" shall mean items of Equipment set out in any Schedule. Ricoh agrees to lease the Equipment to Customer on the terms and conditions contained herein and as set forth on the Schedule. Customer promises to pay to Ricoh an Equipment Payment and, if applicable, a Maintenance Payment (together the "Lease Payment") set forth in the Schedule. Each Schedule shall constitute a separate assignable lease agreement incorporating all of the terms hereof. In the event of a conflict between the of any Schedule and the provisions hereof, the provisions of the Schedule shall prevail.

2. **TERM AND LEASE.** This Lease Agreement shall become effective upon acceptance and execution by Ricoh and shall remain effective at least until the expiration of the Term of the last Schedule hereunder. You will sign a separate delivery and acceptance certificate and be responsible, at your own cost, to arrange for delivery and installation of the Equipment.

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

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

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

4. **TITLE, PERSONAL PROPERTY, LOCATION AND INSPECTION.** Unless Customer has been granted a \$1.00 purchase option under the applicable Schedule, Ricoh owns the Equipment and Customer has the right to lease the Equipment for the full Lease Term provided the Customer complies with the terms and conditions of the Schedule and this Lease Agreement. For all purposes under the Schedule and this Lease Agreement, the Equipment is and shall remain personal property even though the Equipment may become attached to any real estate. Customer agrees not to permit a lien to be placed upon the Equipment or to remove the Equipment from its place of installation without Ricoh's prior written consent, which consent shall not be unreasonably withheld. If Ricoh feels it is necessary, Customer agrees to provide Ricoh with waivers and interest of liens, from anyone claiming any interest in the real estate on which any item of Equipment is located. Ricoh also has the right, at reasonable times, to inspect the Equipment.

5. **ASSIGNMENT.** WITHOUT PRIOR WRITTEN CONSENT OF RICOH, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD WITH RICOH ACTING AS A COMMERCIALLY REASONABLE AND PRUDENT LESSOR GIVEN ALL OF THE FACTS AND CIRCUMSTANCES THEN KNOWN TO RICOH, CUSTOMER SHALL NOT (i) ASSIGN, TRANSFER, PLEDGE OR HYPOTHECATE THIS LEASE AGREEMENT OR ANY SCHEDULE, THE EQUIPMENT OR ANY PART THEREOF OR ANY INTEREST THEREIN OR (ii) SUBLET OR LEND THE EQUIPMENT OR PERMIT IT TO BE USED BY ANYONE OTHER THAN CUSTOMER AND CUSTOMER'S EMPLOYEES. Ricoh may assign this Lease Agreement or any Schedule and the Equipment to a Lessor

and its rights, remedies and entitlements thereunder (but not Ricoh's obligations), at any time in whole or in part, without notice to the Customer. Customer shall not assert against any assignee Lessor, any claim or defense it may have against Ricoh, but rather shall assert the same only against Ricoh. No assignment of this Lease Agreement or any Schedule shall release Ricoh from any obligations Ricoh may have to Customer. In the event this Lease Agreement or any Schedule is assigned by Ricoh to a Lessor, the following provisions are also applicable:

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

IN THE EVENT THE PERIODIC PAYMENTS UNDER A SCHEDULE INCLUDES THE COST OF MAINTENANCE AND/OR SERVICE BEING PROVIDED BY RICOH, CUSTOMER ACKNOWLEDGES THAT, IF THAT SCHEDULE IS ASSIGNED, THE ASSIGNEE LESSOR IS NOT RESPONSIBLE FOR PROVIDING SUCH MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. CUSTOMER WILL MAKE ALL CLAIMS FOR MAINTENANCE AND/OR SERVICE SOLELY AGAINST RICOH AND SUCH CLAIMS WILL NOT AFFECT CUSTOMER'S OBLIGATION TO MAKE ALL PERIODIC PAYMENTS UNDER SUCH SCHEDULE TO THE ASSIGNEE LESSOR. CUSTOMER FURTHER ACKNOWLEDGES THAT RICOH MAY INCREASE CUSTOMER'S MAINTENANCE AND/OR SERVICE COSTS BY UP TO 10% ANNUALLY.

(b) **Use, Maintenance and Repair:** Customer is required, at its own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and Customer will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become Lessor's property. Customer may, with Lessor's prior written consent, make modifications to the Equipment; provided such modifications do not reduce the value or usefulness of the Equipment or result in the loss of any warranty or any certification necessary for the maintenance of the Equipment and such modifications must be easily removable without causing damage to the Equipment. Before returning the Equipment, Customer agrees to remove such modifications and restore the Equipment to its original condition. If Customer fails to remove such modifications, Lessor is deemed the owner of such modifications.

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

(d) The terms and conditions of this Lease Agreement are the only terms and conditions governing the Lease of the Equipment by Customer and no other agreements between Ricoh and Customer, including but not limited to the Master Agreement, will have any effect upon, or otherwise affect, the terms and conditions of this Lease Agreement.

6. **REDELIVERY AND RENEWAL.** Upon at least sixty (60) and not more than one hundred twenty (120) days written notice to Ricoh prior to the expiration of the initial Term or any Renewal Term of the applicable Schedule, Customer at its option may (i) renew the Schedule for an additional term of at least twelve (12) months; (ii) exercise

any applicable purchase option as specified in the applicable Schedule; or (iii) return the Equipment, freight and insurance prepaid, to Ricoh in good repair, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by Ricoh. If Customer fails to notify Ricoh or having notified Ricoh, Customer fails to return the Equipment or exercise one of its other options provided herein, the applicable Schedule shall renew for consecutive sixty (60) day periods with Lease Payments in effect at the expiration of the initial Term of the Schedule.

7. LOSS OR DAMAGE. Customer is responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves Customer from any obligation under a Schedule. Customer agrees to promptly notify Ricoh in writing of an loss or destruction or damage to the Equipment and Customer will, at Ricoh's option, (a) repair the Equipment to good condition and working order, (b) replace the Equipment with like equipment in good repair, condition and working order, acceptable to Ricoh and transfer clear title to such replacement equipment to Ricoh, and such Equipment shall be subject to the Schedule and be deemed the Equipment, or (c) pay to Ricoh the present value of the total of all unpaid Lease Payments for the full Schedule term, plus either the fair market value of the Equipment at the end of the Schedule term as reasonably determined by Ricoh or any End of Schedule Option price stated on the Schedule, whichever is greater (the "FMV"), with the accelerated Lease Payments and the FMV discounted at 5% per annum, plus reasonable costs of collection and attorneys' fees, whereupon the applicable portion of the Schedule shall terminate. All proceeds of insurance received by Ricoh as a result of such loss or damage will be applied, where applicable, toward the replacement or repair of the Equipment or the payment of Customer's obligations. As between a Lessor and Customer, Lessor is not responsible for any losses or injuries caused by the Equipment and Customer will defend and indemnify such Lessor from any claims arising out of or related to the Equipment.

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

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

10. INSURANCE. Customer will provide and maintain at its own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming Ricoh as loss payee, and (b) public liability and third party property insurance, naming Ricoh as an additional insured. Customer will give Ricoh certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount and with companies acceptable to Ricoh, and will provide that Customer will be given 30 days advance notice of any cancellation or material change of such insurance. If Customer does not give Ricoh evidence of insurance acceptable to Ricoh, Ricoh has the right, but not the obligation, to obtain insurance covering Ricoh's interest in the Equipment for the term of the applicable Schedule, including any renewal or extensions, from an insurer of Ricoh's choice, including an insurer that is Ricoh's affiliate. Ricoh may add the costs of acquiring and maintaining such insurance and its fees for its services in placing and maintaining such insurance upon which Ricoh may make a profit (collectively, "Insurance Charge") to the amounts due from Customer under each Schedule. Customer will pay the Insurance Charge in equal installments allocated to the remaining Lease Payments. If Ricoh purchases insurance, Customer will cooperate with Ricoh's insurance agent with respect to the placement of insurance and the processing of claims. Nothing in this Lease Agreement or any Schedule will create an insurance relationship of any type between Ricoh and any other person. Customer acknowledges that Ricoh is not required to secure or maintain any insurance, and Ricoh will not be liable to Customer if Ricoh terminates any insurance coverage that Ricoh arranges. If Ricoh replaces or renews any insurance coverage, Ricoh is not obligated to provide replacement or renewal coverage under the same terms, costs, limits, or conditions as the previous coverage.

11. DEFAULT. Customer is in default of this Lease Agreement and any Schedule if any of the following occurs: (a) Customer fails to pay any Lease Payment or other sum due under any Schedule when due, or (b) Customer breaches any warranty or other obligation under this Lease Agreement and fails to cure such breach within 15 days after notice from Ricoh, or (c) Customer becomes insolvent or unable to pay its debts when due, or (d) Customer stops doing business as a going concern, or (e) Customer makes

an assignment for the benefit of creditors or, (f) Customer undergoes a substantial deterioration in its financial condition, or (g) Customer, any guarantor or any partner shall voluntarily file or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment or debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator shall be appointed of its or substantial part of its assets.

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

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

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

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

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

14. UCC FILINGS AND FINANCIAL STATEMENTS. Customer authorizes Ricoh to file a financing statement with respect to the Equipment where permitted by the Uniform Commercial Code ("UCC"). The filing of financing statements is not to be construed as evidence that only a security interest was intended to be created, but is to give public notice of Ricoh's ownership of or other interest in the Equipment. If any Schedule is deemed at any time to be one intended as security then Customer grants Ricoh a security interest in the Equipment and the proceeds from the sale, lease or other disposition of the Equipment.

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

16. CHOICE OF LAW. This Lease Agreement and the Schedules have been made in New Jersey and, except for local filing requirements, are governed by and construed in accordance with the laws of the State of New Jersey. Customer consents to and agrees that personal jurisdiction over Customer and subject matter jurisdiction over the Equipment shall be with the courts of the State of New Jersey, or the applicable Federal District Court in New Jersey, solely at Ricoh's option, with respect to any provisions of this Lease Agreement. **Customer irrevocably waives any right to trial by jury.**

17. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease Agreement and the Schedules contain the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provisions of this Lease Agreement or any Schedule which for any reason

may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease Agreement.

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

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

Jackson County, Missouri

CUSTOMER: Jackson County, Missouri
(Print or Type Name of Customer)

Signature: [Signature]

Title: **Director of Finance and Purchasing**

Date: 9/30/08

RICOH AMERICAS CORPORATION
Signature: [Signature]

Title: SR Manager, Customer Service Center
(Please Print)

Date: 9-26-08

APPROVED AS TO FORM
[Signature]
COUNTY COUNSELOR

ATTEST:
[Signature]
CLERK OF COUNTY LEGISLATURE



EXHIBIT 3

ORDER AGREEMENT TERMS AND CONDITIONS FOR MAINTENANCE SERVICES

MAINTENANCE SERVICE. Ricoh agrees to provide to the Customer, during Ricoh's normal business hours, the maintenance service necessary to keep the Equipment in, or restore the Equipment to, good working order in accordance with Ricoh's policies then in effect. This maintenance service includes maintenance based upon the specific needs of individual Equipment, as determined by Ricoh, and unscheduled, on-call remedial maintenance. For each unscheduled service call requested by Customer, Ricoh shall have a reasonable time within which to respond.

Maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by Ricoh. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Ricoh. Maintenance service provided under this Agreement does not assure uninterrupted operation of the Equipment.

If available, maintenance service requested and performed outside Ricoh's normal business hours will be charged to the Customer at double (2x) Ricoh's currently applicable rate with a four (4) hour minimum portal to portal charge. Additional time beyond the four (4) hour minimum will be billed in six (6) minute intervals.

Example: After Hours Service charges on a Ricoh 6765 Copier (zone 1 - 0% Cost Differential Office) would be:

$\$149.00 \times 2 = \298.00

$\$298.00 \times 4 =$ \$1192.00 minimum billing

\$29.80 for each additional 6 minutes beyond the four (4) hour minimum.

EXCLUSIONS TO MAINTENANCE SERVICE. Maintenance service provided by Ricoh under this Agreement does not include:

(a) Repair of damage or increase in service time caused by failure of the Customer continually to provide a suitable installation environment with all facilities prescribed by Ricoh, including, but not limited to, the failure to provide, adequate electrical power, air-conditioning, or humidity-control;

(b) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning); transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh;

(c) Repair of damage or increase in service time caused by use of the Equipment for purposes other than those for which designed;

(d) Replacement of parts, which are consumed in normal Equipment operation, unless specifically included;

(e) Furnishing supplies or accessories, painting or refinishing the Equipment or furnishing the material therefor, inspecting altered Equipment, performing services connected with relocation of Equipment or adding or removing accessories, attachment or other devices;

(f) Repair of damage, replacement of parts (due to other than normal wear) or repetitive service calls caused by use of incompatible supplies;

(g) Complete unit replacement or refurbishment of the Equipment;

(h) Electrical work external to the Equipment or maintenance of accessories, attachments, or other devices not furnished by Ricoh;

(i) Increase in service time caused by Customer denial of full and free access to the Equipment or denial of departure from Customer's site.

(j) Unless agreed herein, consumable supplies such as, but not limited to, paper, staples, developer, drum, toner, and fuser oil.

The foregoing items excluded from maintenance service, if performed by Ricoh, will be charged to the Customer at Ricoh's applicable time and material rates and terms then in effect.

MAINTENANCE TERM. The maintenance agreement shall cover a one-year period beginning on the effective date listed on the Order, and will be automatically renewed for successive one-year periods at the then current maintenance charge for the Equipment listed on the Order until terminated by either party as provided herein.

CHARGES. Customer agrees to pay the basic maintenance charge listed on the Order for the maintenance service on the Equipment covered by the Order beginning on the effective date. The effective date of the Order will be the date designated thereon or the day following the last day of the Ricoh Equipment Warranty Period of the applicable Sales Agreement, whichever is later. The maintenance charge may be changed on each anniversary date of the Order.

Except for the applicable zone charge, there will be no additional charge for travel expense associated with the services performed during Ricoh's normal business hours, except that the actual travel expense and Ricoh's applicable hourly rates and terms then in effect shall be charged in those instances where the site at which the Equipment is located is not reasonably accessible by private automobile. In addition to the maintenance charges, the Customer agrees to pay any tax now or hereafter imposed on or in connection with the sale, delivery, or furnishing of such services or materials described herein, exclusive of taxes based on net income.

SERVICE WARRANTY. Ricoh warrants to the Customer that the maintenance service provided herein will be performed in accordance with industry practices, and material and parts furnished under a maintenance agreement will be free of defects in material and workmanship at the time of installation. If any failure to meet the foregoing warranty appears and written notice

thereof is provided to Ricoh within the term of the applicable maintenance agreement, Ricoh will correctly re-perform the services identified, or repair or replace the defective material or part provided. The foregoing service warranty constitutes Customer's sole and exclusive remedy.

INVOICING. The basic maintenance charge will be invoiced in advance. Payment shall be made within the terms stated on the invoice. If the Equipment is being leased or rented from Ricoh, the basic maintenance charge may be added to the periodic Lease or Rental charges.

ACCESS. Customer shall grant to Ricoh service personnel full and free access to the Equipment to provide maintenance service and engineering changes thereon, subject only to the Customer's security regulations.

ENGINEERING CHANGES. Engineering changes determined applicable by Ricoh, will be controlled and installed by Ricoh on Equipment covered by this Agreement. Engineering changes which provide additional capabilities to the Equipment covered herein will be made at the Customer's request at Ricoh's applicable time and material rates and terms then in effect.

EQUIPMENT TRANSFER. Any transfer of Equipment covered by this Agreement to a person other than the Customer listed herein, or to a location outside of Ricoh's normal servicing area, will exclude such Equipment from the terms of the maintenance agreement. Transfer of Equipment to a different zone within Ricoh's normal servicing area will result in an adjustment of charges to the applicable rate for the new zone.

TERMINATION OF MAINTENANCE AGREEMENT. With the exception of leases and rentals, each maintenance agreement may be terminated effective at the end of the first year, or thereafter by either party without incurring any liability to the other party as a result of such termination, provided thirty (30) days advance written notice of termination is given to the other party. Notwithstanding the above, either party may terminate a maintenance agreement for failure of the other to comply with any of its terms and conditions in the event such noncompliance is not cured within thirty (30) days after the provision of notice of such noncompliance. Maintenance Service performed by Ricoh after the termination of a maintenance agreement shall be charged to the Customer at Ricoh's applicable time and material rates and terms then in effect. Ricoh may suspend performance under any maintenance agreement if Customer is in default or in arrears in payments to Ricoh under this or any other agreement.

This Order is subject to the terms and conditions of the Master Agreement dated _____, by and between Ricoh Americas Corporation and _____, which terms and conditions are incorporated herein by reference.