### SCHEDULE A

### SERVICE & SUPPLY CONTRACT - VENDOR

**Client: ${ClientName}**

**Contracted Vendor: ${VendorName}**

**Term: ${TermBegin} through ${TermEnd}**

| ***Building*** | ***Room*** | ***Model*** | ***Serial***  ***Number*** | ***Machine Type*** | ***Black Cost/Copy*** | ***COLOR***  ***Cost/Copy*** |
| --- | --- | --- | --- | --- | --- | --- |
| ${Building} | ${Room} | ${Model} | ${Serial} | ${MachineType} | ${BlackCopy} | ${ColorCopy} |

*Subject to change and correction and future additions.*

**Additional Provisions:**

### SERVICE AND SUPPLY CONTRACT - VENDOR

${VendorName}(“Contracted Vendor”) hereby contracts with M.S.T. to provide comprehensive services, supplies, and maintenance to equipment described on Schedule A (“Equipment”) for ${ClientName} (“Client”) at a cost per print shown on said Schedule A, commencing on ${TermBegin} and terminating on ${TermEnd} . This Service and Supply Contract (“Contract”) shall exclude only the cost of paper, transparencies, and staples. Refer to Schedule A for Additional Provisions, if any.

M.S.T. assumes responsibility for all billing and vendor payment. M.S.T. shall provide a Purchase Order to Contracted Vendor in the amount of one-half of the annual projected number of pages multiplied by the cost per print listed on Schedule A. This semi-annual billing will take place July 1 and January 1 Payment terms are net forty-five (45) days. If invoices are unpaid and overdue, M.S.T. agrees to pay Vendor a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Vendor all costs and expenses of collection, or in the enforcement of Vendor’s rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Vendor has no obligation to use M.S.T.’s invoicing or billing portals, processes, methods or invoicing formats specific to M.S.T. billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, M.S.T. agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Vendor. Actual meter reads will be collected by M.S.T. either electronically or from Client or Contracted Vendor staff during the month of June. A final Reconciliation spreadsheet and Purchase Order will then be completed and sent to Contracted Vendor for invoicing. Upon payment by Client of each billing invoice from M.S.T. during the year, M.S.T. will reimburse Contracted Vendor appropriately against M.S.T.’s Purchase Order and Contracted Vendor’s invoice. Vendor invoice must reference M.S.T.’s Purchase Order for timely payment. In the event Client is delinquent more than 45 days in payment to M.S.T., thus delaying M.S.T.’s payment to Contracted Vendor, M.S.T. reserves the right to request suspension of service and/or supplies by Contracted Vendor to Client.

On July 1 of each calendar year during the afore-mentioned term, M.S.T. shall request credit from Contracted Vendor any cost of this Contract prepaid by M.S.T. and unused by Client if fewer copies were made by Client during the Contract period ending on or before June 30 annually than were originally estimated under this Contract for such period.

On July 1 of each calendar year during the term of this Contract, M.S.T., at its option, may increase such costs per print under this Contract by 8% or by a percentage equal to the increase during the immediately preceding 12-month period of “The Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84 = 100,” whichever is less.

Client and M.S.T. is given the right to terminate Contract at any time for any reason with a 30-day written notice, which M.S.T. will forward to Contracted Vendor. After final meter reads are collected, a final Purchase Order and Reconciliation Spreadsheet will be sent to Contracted Vendor for invoicing. Any credits owed to M.S.T. or Contracted Vendor after reconciling actual usage versus projected will be invoiced for payment to MST or Contracted Vendor.

Services. (a) Each Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the “Serviced Products”), the Term of the Service engagement, the location at which Services shall be performed and the applicable Service Charges for such Order. Vendor will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Vendor.

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

(c) The maintenance and repair Services provided by Vendor under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer’s specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Vendor representatives; (iii) unless covered under an extended hour service contract, service calls or work which M.S.T. requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which M.S.T. requests to be performed on Vendor Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper,, unless expressly provided for in the applicable Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Vendor; (vii) any software, system support or related connectivity unless specified in writing by Vendor; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Vendor; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium (“Data Management Services”), unless M.S.T. engages Vendor to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Vendor Equipment covered herein unless made at M.S.T.’s request and paid at Vendor’s applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Vendor are not covered by this Agreement. Vendor may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Vendor.

Service Calls. Unless otherwise specified in an Order, service calls will be made during 9:00am – 5:00pm local service time, Monday through Friday (“Normal Business Hours”) at the installation address shown on the applicable Order. Service does not include coverage on Vendor holidays, which include New Year’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, “Vendor Holidays”). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Vendor Holidays, if and when available and only in the event and to the extent that Vendor agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While on-site at any M.S.T. location, Vendor personnel shall comply with M.S.T.’s reasonable policies pertaining to access, security and use of M.S.T. sites and systems, provided that such policies are provided to Vendor in advance and in writing and do not conflict with the terms and conditions of this Agreement.

Vendor agrees to perform its Services in a professional manner, consistent with applicable industry standards. Vendor will re-perform any Services not in compliance with this warranty and brought to Vendor’s attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Vendor (“Vendor Equipment”), Vendor further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Vendor Equipment will be in good working order and will be free from any defects in material and workmanship. Vendor’s obligations under this warranty are limited solely to the repair or replacement (at Vendor’s option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Vendor Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Vendor, (b) the Vendor Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Vendor specifications, (c) a defective or improper non-Vendor accessory or supply or part is attached to or used in the Vendor Equipment, or (d) the Vendor Equipment is relocated to any place where Vendor services are not available. M.S.T. ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE VENDOR EQUIPMENT. In connection with any other Product sale, Vendor shall transfer to M.S.T. any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Vendor makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Vendor to M.S.T. only upon M.S.T.’s specific written request. M.S.T. agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights (“Software License”), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software (“Software Supplier”). Vendor has no right, title or interest in any third-party software. M.S.T. is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VENDOR DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitations. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR M.S.T.’S PAYMENT OBLIGATIONS HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO VENDOR FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL VENDOR BE LIABLE TO M.S.T. FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. VENDOR ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

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

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

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| **AGREED AND ACCEPTED BY:** |  | **AGREED AND ACCEPTED BY:** |
| **M.S.T. Government Leasing, LLC** |  | **${VendorName}** |
| By: Skip Tilton |  | By: ${VendorContact} |
| Title: President/Owner |  | Title: ${VendorJobTitle} |
| Date: |  | Date: |
| Signature: |  | Signature: |

|  |  |
| --- | --- |
| ***Named Contracted Vendor:*** | *${ClientName}* |
|  | *${ClientAddress}* |
|  | *${ClientCSZip}* |
|  | *${ClientPhone}* |