### SCHEDULE B

### SERVICE COMMITMENTS

**Client: ${ClientName}**

**Contracted Vendor: ${VendorName}**

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

| ***Building*** | ***Room*** | ***Model*** | ***Serial***  ***Number*** | ***Warranty***  ***Life*** | ***Model***  ***Intro Date*** |
| --- | --- | --- | --- | --- | --- |
| ${Building} | ${Room} | ${Model} | ${Serial} | ${WarrantyLife} | ${IntroDate} |

*Subject to change and correction and future additions.*

**Additional Provisions:**

***If it is deemed necessary to replace a malfunctioning machine then the replacement unit must comply with the following…***

* **Same Speed or Faster**
* **Same Volume or less**
* **Same Introduction Date or Newer**

### SERVICE COMMITMENTS

${VendorName} (“Contracted Vendor”) hereby covenants to ${ClientName} (“Client”) that, if any such Equipment described on Schedule B attached hereto does not meet or exceed the below service commitments (collectively, the “Service Commitments”) through no fault of Client during the term commencing on the date the equipment is accepted by you and applied during the Contracted Vendor’s normal business hours, excluding weekends and Contracted Vendor’s recognized holidays ${TermBegin} and terminating on ${TermEnd} , so long as no ongoing default exists of Client’s part.

The Service Commitments are only applicable to the equipment (“Equipment”) described in Schedule B to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units.

***UPTIME PERFORMANCE COMMITMENT***

***Contracted Vendor will service the Equipment to be Operational with a quarterly uptime average of 97% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to Contracted Vendor and will end when the Equipment is again Operational. You agree to make the Equipment available to Contracted Vendor for scheduled preventative and interim maintenance. You further agree to give Contracted Vendor advance notice of any critical and specific uptime needs you may have so that Contracted Vendor can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments “Operational” means substantial compliance with the manufacturer’s specifications and/or performance standards and excludes customary end-user corrective actions.***

***PERFORMANCE COMMITMENTS***

***Contracted Vendor is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer’s specifications. If Contracted Vendor fails to meet any Service Commitments and in the unlikely event that Contracted Vendor is not able to repair the Equipment in your office, Contracted Vendor, at Contracted Vendor’s election, will provide to you either the delivery of a temporary loaner, for use while the Equipment is being repaired at Contracted Vendor’s service center, or Contracted Vendor will replace such Equipment with comparable Equipment of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Service Commitments, Customer’s exclusive remedy shall be for Contracted Vendor to re-perform any Services not in compliance with this warranty and brought to Contracted Vendor’s attention in writing within a reasonable time, but in no event more than 30 days after such Services are performed. If you are dissatisfied with Contracted Vendor’s performance, you must send a registered letter outlining your concerns to the address specified below in the “Quality Assurance” section. Please allow 30 days for resolution.***

***also guarantees the equipment to be free of continuous problems, while operating within manufacturer's specifications. If any problems are on-going and unreasonable, which are a result of weak or defective parts (normal wear and tear excluded) and has been given an adequate opportunity to repair the problem and has made reasonable effort to correct the situation, then the equipment will be replaced, at no additional charge with a model of equal or greater value. Moreover, if a particular hardware product is experiencing a rate of failure equal to or greater than four of the same problem service incidents within one month for defects which block the major (print, copy, fax, scan) functions of the hardware product, Ricoh will replace at no additional charge with a model of equal or greater value as long as the issue is not caused by operations outside the manufacturer specifications.***

|  |  |  |
| --- | --- | --- |
| **AGREED AND ACCEPTED BY:** |  | **AGREED AND ACCEPTED BY:** |
| **${VendorName}** |  | **${ClientName}** |
| By: ${VendorContact} |  | By: ${ClientContact} |
| Title: ${VendorJobTitle} |  | Title: ${ClientJobTitle} |
| Date: |  | Date: |
| Signature: |  | Signature: |