

FRISCO INDEPENDENT SCHOOL DISTRICT

ATTACHMENT A

Equipment to be leased in accordance to the terms and conditions of TX DIR Contract Number DIR-CPO-5413 -Master Lease Agreement (Appendix E).

Termination for Cause:

Customer or Successful Respondent may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Successful Respondent fails to comply with confidentiality, privacy, security requirements, environmental, or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

SERVICE LEVELS

Ricoh agrees to meet the following Service Levels:

(a) Quarterly Average Response Time: Ricoh service technicians will meet a quarterly average response time of four (4) business hours for all Customer service calls at Customer Locations located within thirty (30) miles of a Ricoh service center and eight (8) business hours for all Customer service calls at Customer Locations located thirty-one (31) miles or greater from a Ricoh service center.

(b) Uptime: Leased Equipment and Non-leased Equipment (as such terms are defined in Appendix 2) will operate in accordance with the applicable manufacturer's specifications and will be serviced in a manner designed to meet a minimum quarterly uptime average of ninety-five percent (95%), which shall be calculated based upon an eight (8) business hour day and exclude normal preventive maintenance time and downtime attributable to Customer's negligence.

(c) If Customer believes that the above Service Levels are not being achieved, Customer may request that Ricoh engage in a resolution or remedy process. A mutually agreed upon resolution or remedy may be documented by the parties in a corrective action plan tied to an agreed upon timeline to bring the Services within targeted standards within a thirty (30) day timeframe. The corrective action plan may include resolutions or remedies such as service delivery correction actions, the addition of incremental capacity, and/or modification to processes due to changes in facilities logistics and environment.

ATTACHMENT B – #3917733
SUPPLEMENT TO ORDER AGREEMENT TO DIR CONTRACT NO. DIR-CPO-5413
FRISCO INDEPENDENT SCHOOL DISTRICT

In consideration of the mutual covenants set forth herein, the MLA in the form of Appendix E to DIR Contract No. DIR-CPO-5413 is deemed incorporated herein by reference, and Ricoh USA, Inc. (hereinafter “We”, “Us” or “Our”) and the lessee named above (hereinafter “You” and “Your”) hereto enter into and agree to be bound by the terms and conditions of Appendix E, MLA to DIR Contract No. DIR-CPO-5413. In addition, We and You hereby agree to enter into this supplement (hereinafter “Supplement”) to Order Agreement Supplementary Schedule to the MLA (hereinafter the “Order”), in accordance with the terms and conditions set forth below and Appendix E, MLA to DIR Contract No. DIR-CPO-5413 incorporated herein by reference.

This is a dollar out lease with Purchase Option Written (TAX EXEMPT) Agreement. THIS ORDER IS I.R.C. SECTION 103 INTEREST TAX EXEMPT AND SUBJECT TO AN INTEREST RATE OF 8.56% per annum.

It is the mutual intention of the parties that Lessee shall be considered the owner of the Assets (excluding all Software, which is owned and licensed to Lessee by the Software supplier) for various purposes, including federal income tax purposes, as of the commencement of the term of this Order (as described in Section 3 of the MLA). Lessee is entitled to all federal income tax benefits afforded to the owner of the Assets, but Lessor shall not be liable to Lessee if Lessee fails to secure or obtain such benefits.

Lessee is required to file all property tax returns where applicable and promptly pay all property taxes that may be assessed against the Assets and, if Lessor is required by the applicable taxing jurisdiction to pay such taxes, Lessee shall promptly reimburse Lessor for such tax payments.

Lessee will keep the Assets free of all liens and encumbrances. Lessee hereby grants to Lessor a security interest in the Assets covered by this Order (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts due or to become due under this Order. In the event of default under this Order, Lessor may exercise all rights and remedies of a secured party under applicable law, in addition to any and all rights and remedies Lessor may otherwise have under this Order, including, without limitation, the right to repossess the Assets free and clear of any of Lessee’s rights and interests in the Assets. Notwithstanding anything to the contrary in this Order, if no default has occurred and is continuing under this Order and all of Lessee’s obligations under this Order have been satisfied, Lessor will release any security interest that Lessor may have in the Assets, Lessee shall have no obligation to provide any end-of-term notice to Lessor, and this Order will terminate and not be renewed.

The total cost of the Assets is an amount equal to the sum of the Rent Payments over the Minimum Term set forth below, discounted to present value at the constant per annum Interest Rate set forth above.

LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS ORDER OR THE TRANSACTIONS EVIDENCED HEREBY. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT AN AGENT OR A FIDUCIARY OF LESSEE. LESSEE WILL OBTAIN ITS OWN LEGAL, TAX AND ACCOUNTING ADVICE AND WILL MAKE ITS OWN DETERMINATION OF THE PROPER TREATMENT OF THIS ORDER.

_____ Customer Initials



ORDER AGREEMENT

Sales Type: LEASE

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

EQUIPMENT BILL TO INFORMATION

Customer Legal Name: FRISCO INDEPENDENT SCHOOL DISTRICT		
Address Line 1: 5515 OHIO DR		Contact: Jason Almand
Address Line 2:		Phone: (469)633-6785
City: FRISCO		E-mail: almandj@friscoisd.org
ST/Zip: TX / 75035-7002	County: COLLIN	Fax:

<input checked="" type="checkbox"/>	PO Included PO#	<input type="checkbox"/>	TS PO# (if applicable) _
<input checked="" type="checkbox"/>	Sales Tax Exempt (Attach Valid Exemption Certificate)	<input type="checkbox"/>	Add to Existing Service Contract #
<input type="checkbox"/>	Syndication	<input type="checkbox"/>	Fixed Rate Service Term <u>60 Months</u>
<input type="checkbox"/>	PS Service (Subject to and governed by additional Terms and Conditions)	<input checked="" type="checkbox"/>	Annual Escalation on Click 3%
<input type="checkbox"/>	IT Service (Subject to and governed by additional Terms and Conditions)		

SERVICE INFORMATION

SERVICE BILL TO INFORMATION

Customer Legal Name: FRISCO INDEPENDENT SCHOOL DISTRICT		
Address Line 1: 5515 OHIO DR		Contact: Jason Almand
Address Line 2:		Phone: (469)633-6785
City: FRISCO		E-mail: almandj@friscoisd.org
ST/Zip: TX /75035-7002	County: COLLIN	Fax:

Service Term (Months)	Base Billing Frequency	Overage Billing Frequency	Service Type
72	MONTHLY	MONTHLY	BRONZE

SHIP TO / PRODUCT INFORMATION

Product Description	QTY	Service Level	11 x 17	B/W Allowance MONTHLY	B/W Ovg	Color Allowance MONTHLY	Color Ovg	Service Base MONTHLY	Ship To / Equipment Address Contact Info
PRO15000C-KMA TASKALPHA CONFIGURABLE PTO MODEL	2	BRONZE	Double Click	0	.002	0	.002	\$0.00	9889 WADE BLVD FRISCO TX 75035-7002 US Jason Almand (469)633-6785 almandj@friscoisd.org
PRO15000C-KMA TASKALPHA CONFIGURABLE PTO MODEL	6	BRONZE	Double Click	0	.002	0	.002	\$0.00	9889 WADE BLVD FRISCO TX 75035-7002 US Jason Almand (469)633-6785 almandj@friscoisd.org

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION



BASIC CONNECTIVITY / PS / IT Services Description	QTY
[OOD]TASKALFA PRO 15000C 4 YEAR EXT. PRINT HEAD WARRANTY	6
FIERY COLOR PROFILER SUITE ES-6000	1
[OA]EFI CPS IMPLEMENTATION AND TRAINING	1
TS GENERIC BUNDLED SERVICE 72 Months	1
[OA]CIP ISF PPSE TRAINING KYOCERA RCOP FIERY ADD-ON	2
[OA]CIP ISF PPSE TRAINING KYOCERA RCOP FIERY ADD-ON	2
TASKALFA ENGINE INSTALL	2
[OOD]TASKALFA PRO 15000C 4 YEAR EXT. PRINT HEAD WARRANTY	2
TASKALFA ACCESSORY INSTALL	2
HYTEC BUNDLE FIERY BACKUP	2
[OA] FIERY CLONE CONSULTATION AND SERVICE	6
[OA] FIERY CLONE CONSULTATION AND SERVICE	2
TASKALFA ACCESSORY INSTALL	6
HYTEC BUNDLE FIERY BACKUP	6
TASKALFA ENGINE INSTALL	6

ORDER TOTALS

Service Type Offerings:	Product Total:	
	BASIC CONNECTIVITY / PS / IT Services :	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	BuyOut After Promotions:	
Additional Provisions: Insert ANY additional provisions here	Grand Total: (Excludes Tax)	

This Order Agreement is subject to and governed by Texas DIR Contract Number DIR-CPO-5413. Technology Services is the monthly charge for eight machines 8:00 am to 5:00 pm 2 x 5 service coverage is included, coverage from 5:00 pm to midnight. Both are 5 days per week.

<p>Accepted by Customer</p> <p>By: X _____ Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>	<p>Accepted: Ricoh USA, Inc.</p> <p>By: _____ Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
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Terminology to Know

Large Paper Metering (Single vs Double)

Single: Each 8.5 x 11 copy counts as one click or meter

Double: Each 11 x 17 copy counts as two clicks or meters

Allowance

- Not applicable cost per copy

Base Price

- Not applicable to service

Base Billing Frequency

- How often a customer will receive an invoice for any output in excess of the included Allowance.

B&W Overage Rate

- “ ”If “0” is the Allowance, then the B&W Overage Rate will be applied to all Black & White copies.

Color Overage Rate

- “ ”If “0” is the Allowance, then the Color Overage Rate will be applied to all Color copies.