



EASTERN KENTUCKY UNIVERSITY

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Office of University Counsel & Compliance
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Coates Building Room 212, CPO 40A
521 Lancaster Avenue
Richmond, Kentucky 40475

February 5, 2020

Via Electronic Mail: jennifer_perkins84@mymail.eku.edu

Jennifer K. Perkins
Editor-in-Chief, Eastern Progress
Combs 316

RE – Open Records Request

Dear Ms. Perkins:

This letter is in follow up to your open records request received January 31, 2020 seeking:

“Open Records Request for any and all vendor contracts or contracts of any type related to mail services for Eastern Kentucky University issued during the previous 12 months (Jan. 2019 to Jan. 2020)”

Public records responsive to your request are attached. Because we are able to provide the requested records electronically, there are no copy fees associated with this response. Should you have any questions or need additional information, please let me know.

Sincerely,

/s/ Micah Hunsucker

Micah Hunsucker, Paralegal
Office of University Counsel

Master Lease Agreement

Number: _____

CUSTOMER INFORMATION

Full Legal Name Eastern Kentucky University				
Address 521 Lancaster Avenue				
City Richmond	State KY	Zip 40475	Contact	Telephone Number
Federal Tax ID Number* 61-011211 <small>(Do Not Insert Social Security Number)</small>	Facsimile Number		E-mail Address	

*Not required for State and Local Government entities.

This Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Rico") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 300 Eagleview Blvd #200, Exton, PA 19341

- Agreement.** We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
- Schedules: Delivery and Acceptance.** Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Product is installed.
- Term; Payments.** The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. If any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). You also agree to pay all shipping and delivery costs associated with the ownership or use of the Product, which amounts may be included in your Payment or billed separately. You agree to pay \$25.00 for each check returned for insufficient funds or for any other reason. You also agree that, except as set forth in Section 18 below, THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. [
- Product Location; Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.
- Taxes and Fees.** In addition to the payments under this Lease Agreement, you agree to pay all applicable taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to file and pay property tax, you agree, to the extent permitted by law, at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Product when billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sums include a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Product during the term of the applicable Schedule. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us.
- Warranties:** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or

paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS." The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.

7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity from Ricoh.
8. **Indemnity, Liability and Insurance.** You agree to maintain insurance to cover the Product, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules, and/or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) we or our representative may peacefully repossess the Product without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. You agree to pay all of our costs of enforcing our rights against you and all costs related to the sale or disposition of the Product including, without limitation, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, five (5) days' notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.
13. **Ownership of Product; Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.
14. **Renewal; Return of Product.** AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS. WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT YOU RETURN THE PRODUCT TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you will immediately return the Product subject to such expired Schedule to us (or our designee), to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You will bear all shipping, de-installing, and crating expenses of the Product and will insure the Product for its full replacement value during shipping. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until the Product is returned by you and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management

Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.


15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE AGREEMENT AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Lease Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product. You agree to provide updated annual and/or quarterly financial statements to us upon request.
16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE COMMONWEALTH OF KENTUCKY. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE COMMONWEALTH OF KENTUCKY TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.
17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
18. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:
- (a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
- (b) Non-Appropriation/Non-Substitution. (i) If all of the following shall occur: (A) your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, (B) other funds are not available for such payments, and (C) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.
- (c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
- (d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease

Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.

- (e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

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

CUSTOMER By: <u>X</u>  <i>Authorized Signer Signature</i> Printed Name: <u>Barry D. Poynter</u> Title: <u>Senior Vice President for Finance and Administration</u> Date: <u>12/10/2019</u> Facsimile Number: <u>(859) 622-8822</u>	Accepted by: RICOH USA, INC. By: <u>Tim McFall</u> <i>Authorized Signer Signature</i> Printed Name: <u>Tim McFall</u> Title: <u>Vice President, Managing Director</u> Date: <u>12-11-19</u> Facsimile Number: <u>770-220-5892</u>
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MASTER SERVICE AGREEMENT

CUSTOMER INFORMATION					
Full Legal Name	Eastern Kentucky University				
Address	521 Lancaster Road				
City	Richmond	State	KY	Zip Code	40475

This Master Service Agreement (this “**Agreement**”) is made on this 9th day of December, 2019 (“**Effective Date**”), by and between Ricoh USA, Inc. (“**Ricoh**”), with its principal place of business at 300 Eagleview Boulevard, Suite 200, Exton, PA 19341, and the customer listed above (“**Customer**”). The parties hereby agree as follows:

1. **Products; Services.** From time to time, Customer and/or its Affiliates (defined below) may desire to purchase from Ricoh and/or its Affiliates: (a) certain equipment, software licenses or subscriptions, consumables, accessories and other goods (“**Products**”); and (b) certain services, including those that may be performed by Ricoh personnel or any Ricoh subcontractor’s personnel (“**Personnel**”), in connection with, or independent of, Customer’s purchase(s) of Products under this Agreement (“**Services**”), each as may be more specifically set forth in an Order Form (defined below). “**Affiliate**” means, with respect to any specified person or entity, any other person or entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified person or entity. For purposes of this definition, “control,” when used with respect to any specified person or entity, means the power to direct the management and policies of such person or entity, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the term “controlled” has the meaning correlative to the foregoing. In order to obtain Products and/or Services from Ricoh or its Affiliates pursuant to this Agreement, Customer shall enter into a binding Service Order, Statement of Work or other written instrument acceptable to Ricoh (an “**Order Form**”). In the event a Ricoh Affiliate and/or Customer Affiliate executes an Order Form, then: (i) all references to “Rico” and “Customer” in this Agreement shall mean the Ricoh Affiliate and Customer Affiliate who execute the Order Form; (ii) in all events, the sole contracting parties for all purposes related to such Order Form shall be the Ricoh Affiliate and Customer Affiliate who execute such Order Form; and (iii) Customer and each such Customer Affiliate shall be jointly and severally responsible for acts, omissions and obligations under the Order Form executed by such Customer Affiliate, including, without limitation, obligations under this Agreement as incorporated therein. Ricoh will perform its services hereunder as an independent contractor, and nothing in this Agreement shall be deemed to make Ricoh, or its employees, a common law employee, agent, partner or fiduciary of, or joint venture with, University

2. **Invoicing and Payment.** Ricoh shall invoice Customer for the fees and any other charges set forth in an Order Form. Payments are due within thirty (30) days from the date of the applicable invoice. Customer agrees that it will remit payments in the form of company checks, direct debit or wires only. All fees, rates and other charges provided for in this Agreement or set forth on an Order Form are exclusive of all federal, state, municipal or other governmental excise, sales, use or similar taxes (other than taxes relating to Ricoh’s income), as well as all levies, import duties, tariffs, or other similar charges whether international, national, state or local, which are levied or imposed on Ricoh in connection with its performance hereunder or under an Order Form. Ricoh will bill Customer for the foregoing to the extent incurred or required to be collected and remitted by Ricoh. Unless otherwise set forth in an Order Form, annually, on the anniversary date of an Order Form, Ricoh will increase the minimum fee and any rate in such Order Form by four(4%). Unless otherwise expressly identified on an Order Form, Customer represents and warrants that no cooperative or group purchasing organization or similar contract is being or will be used or leveraged by Customer in conjunction with this Agreement or any Order Form. If any invoiced amount is not paid within ten (10) days of its due date, Customer will pay, in addition to that amount, a late charge of one (1%) of the overdue payment (but in no event greater than the maximum amount allowed by applicable law). Ricoh may suspend or terminate any Services and/or additional deliveries of Products for non-payment. If Customer disputes a charge or charges on a given invoice, other than fixed (or minimum) fees or charges specified in an Order Form, Customer shall pay all non-disputed amounts and provide prompt written notice, with supporting documentation, of the disputed charges to Ricoh. Customer will not be charged a late fee on any charges reasonably disputed by Customer in accordance with this Agreement.

3. **Warranties.** Ricoh warrants that the Services will be performed: (a) in a good and workmanlike manner; (b) using reasonable care and skill; and (c) according to the description contained in the applicable Order Form. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh’s attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. Customer acknowledges that Ricoh’s performance of Services is dependent upon Customer’s timely and effective performance of its responsibilities set forth in the Order Form.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN AN ORDER FORM, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT OR THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER OR A THIRD PARTY FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH 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.

4. **Intellectual Property Rights.** Intellectual property rights, including the design, development and delivery of all inventions, business methods, processes, concepts, drawings, designs, blueprints, photographs, sketches, works of authorship, reports, plans, software (in source and object code format), documentation, databases, data, information and other materials (whether intangible or tangible), prepared or created by Ricoh in the course of the performance of the Services shall, upon creation, become the property of Ricoh (“**Ricoh Property**”) and Ricoh shall retain all ownership rights in the Ricoh Property; provided, however, that Ricoh Property shall not include, and Ricoh shall not acquire ownership of data, materials or content provided by Customer. Nothing contained in any Order Form shall be construed to transfer, convey, restrict, impair or deprive Ricoh of any of its ownership or proprietary interest or rights in technology, information or products that existed prior to the provision of deliverables under the Order Form or that may be independently developed by Ricoh outside the scope of the Order Form. Customer shall not use any Products or Services provided by Ricoh for any unlawful purpose. Subject to payment of all relevant fees and charges, Ricoh hereby grants Customer a worldwide, perpetual,

nonexclusive, non-transferable, royalty-free (other than payments identified in the applicable Order Form or other transaction documents) license solely for its internal business purposes, and may use, display, and distribute (within Customer's organization only) the Ricoh Property, except as otherwise limited hereunder or under the Order Form. For clarity, any Order Form and the foregoing license relates to the Services only, and software programs (whether on-site or hosted) shall not be deemed to be deliverables or "Services." All licensing of Ricoh and/or third-party software shall be as provided in Section 5 hereunder.

5. **Software.** All Ricoh and/or third-party software provided by Ricoh is licensed, not sold, and is subject to the server, seat, quantity and/or other usage restrictions set forth in each applicable license agreement, license terms, or subscription terms relating to such intangible property or associated services (each such license of grant of rights to access or use, a "**Software License**"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("**Licensor**") and the restrictions set forth in the applicable Order Form. Ricoh has no right, title or interest in any third-party software (including any open source software) and Ricoh makes no representations and provides no representations or warranties with respect thereto. Customer is solely responsible for entering into and complying with Software Licenses with the applicable Licensor and acknowledges that its rights and obligations with respect to such software, as well as those of the Licensor, are solely as set forth in such Software Licenses. Ricoh shall comply with the requirements of the Kentucky Personal Information Security and Breach Investigation Procedures Practices Act as set forth in KRS 61.931 – 61.934.

6. **Term and Termination.** This Agreement shall be effective on the Effective Date and shall remain in effect for so long as any current or renewal term of any Order Form executed by Ricoh and Customer remains in effect. Any expiration or earlier termination of this Agreement shall not, however, be deemed to terminate, alter or otherwise modify the term of any Order Form entered into by the parties, which shall remain in effect in accordance with its terms. Either party may terminate this Agreement upon sixty (60) days' written notice. Upon termination of the Services, Customer shall: (a) allow Ricoh a reasonable period to remove from Customer's locations any equipment, tools, supplies, documents, and other property owned, leased, or controlled by Ricoh and used under this Agreement; (b) pay to Ricoh all fees and charges incurred by Customer through the date of termination of the Services under this Agreement; and (c) pay to Ricoh any applicable termination fee, recoupment fee or other fee stipulated to be due upon termination.

7. **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 terminate any Order Form, in whole or in part, or this Agreement immediately: (a) if the other party fails to pay any fees or charges or any other payments required under this Agreement when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; (b) if the other party fails to perform or observe any other material covenant or condition of this Agreement, 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 (c) 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.

8. **Confidentiality.** "**Confidential Information**" shall mean information in any form which may be disclosed in the performance of this Agreement or an Order Form and which: (a) is identified as confidential; or (b) should reasonably be understood by the receiving party to be confidential and proprietary, including information relating to the Products, Services, data used or generated in the provision of the Services, or any of a party's products, operations, processes, plans or intentions, know-how, trade secrets, market opportunities or business affairs. Neither party is permitted to divulge, and each party must ensure that its employees, agents and subcontractors do not divulge, to any third-party, any Confidential Information of the other party without the other party's prior written consent, except to authorized representatives of Customer or to employees or subcontractors of Ricoh who have a need to access such Confidential Information to perform the Services contemplated hereunder. Confidential Information shall not include information which: (i) at the time of disclosure is in the public domain; (ii) after disclosure becomes part of the public domain by publication or otherwise through no fault of the receiving party; (iii) is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction; or (iv) can be established to have been independently developed and so documented by the receiving party or obtained by the receiving party from any person not in breach of any confidential obligations to the disclosing party. The terms of this Agreement and any Order Form shall not be considered to be Confidential Information. Customer acknowledges and agrees that it shall not provide any sensitive information, personal data or information that is otherwise regulated by applicable law, rule, statute, regulation or guidance document without first notifying Ricoh in writing so the parties may, if required, enter into additional terms and conditions related to such information.

Notwithstanding anything in this Agreement to the contrary, Customer is responsible for ensuring its own compliance with any and all applicable legal, regulatory, business, industry, security, compliance and storage requirements relating to data retention, protection, destruction and/or access. It is Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect Customer's business or data retention, and any actions required to comply with such laws. RICOH DOES NOT PROVIDE LEGAL, ACCOUNTING OR TAX ADVICE OR REPRESENT OR WARRANT THAT ITS SERVICES OR PRODUCTS WILL GUARANTEE OR ENSURE COMPLIANCE WITH ANY LAW, REGULATION OR REQUIREMENT.

9. **Insurance.** Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, automobile liability (if applicable), property insurance (for owned, rented or leased equipment/property used by each party) professional liability/error and omissions (if applicable), and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the term of an Order Form (or this Agreement whichever is longer). Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement. Such insurance shall be evidenced by a certificate of insurance containing a signature by a duly authorized representative of the insurer providing such insurance cannot be canceled without thirty (30) days' written notice to the other party. With regard to the general liability insurance and automobile liability insurance, each party's insurance shall be endorsed so the insurer will waive subrogation rights against the other party.

Ricoh shall procure and maintain, at its expense, the following minimum insurance coverage insuring all services, work activities, and contractual obligations undertaken in this Contract. These insurance policies must be with insurers reasonably acceptable to Eastern Kentucky University.

Workers' Compensation	\$1,000,000
General Liability	\$1,000,000
Excess Liability	\$1,000,000
Employers Liability	\$1,000,000 (each employee, each accident and policy limit)
Business Automobile Liability	\$1,000,000 (each occurrence, any auto owned, non-owned, hired, or borrowed)

Ricoh agrees to furnish Certificates of Insurance for each insurance policy to the Purchasing Official. Eastern Kentucky University, its regents, and employees must be added as Additional Insured on the General Liability and with regard to the scope of this Contract. Any deductibles or self-insured retentions in the insurance policies must be paid by and are the sole responsibility of Ricoh. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University. All required insurance policies must include a Waiver of Subrogation in favor of Eastern Kentucky University, its regents, and employees.

10. Indemnification. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. Ricoh shall indemnify, hold and save harmless the University, its regents, its officers, agents and employees, successors, heirs and assigns from any third party liability (including reasonable attorneys' fees and court costs) for bodily injury, including death or property damage, by reason of the negligent or grossly negligent acts or omissions, or willful misconduct, of Ricoh, its employees or agents. This Section will not operate to waive either Party's rights under any worker's compensation act, disability benefits act, or other employee benefits acts, whether in tort, contract, or otherwise. 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 manufactured by Ricoh ("RicoH Equipment") 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 RicoH Equipment 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 RicoH Equipment, or (iii) replace the RicoH Equipment with substantially similar RicoH Equipment 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 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 RicoH Equipment 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. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

Customer warrants and represents that it violates no intellectual property rights or confidentiality agreements of third-parties by having Ricoh perform Services under this Agreement. To the extent allowable by law, Customer shall further indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any fine, penalty, claim, suit, demand, liability, cause of action, damage or cost for any actual or alleged violation of any law or regulation, including, without limitation, claims relating to: (a) shipping of any regulated materials (e.g., hazardous materials) arising from Ricoh's shipping of materials provided by or on behalf of Customer hereunder; (b) Customer's use of personal or other regulated data in conjunction with any one or more Services; and (c) import, export and re-export control (collectively, "Import/Export Laws") arising from Customer's use of the Services and/or any software or web-based solution provided or contemplated under this Agreement. Notwithstanding any other provision of this Agreement, Customer shall at all times remain solely responsible for complying with all applicable shipping laws or regulations and Import/Export Laws, and for obtaining any applicable authorization or license thereunder. Customer represents and warrants to Ricoh that it, its employees and agents shall not provide Ricoh with any document, technology, software or item for which any authorization or license is required under any Import/Export Law. To the extent allowable by law, Customer shall indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees and expenses) for actual or alleged infringement of any intellectual property right, including but not limited to copyright, trademark, or right of publicity, and breach of confidentiality arising from the copying/processing of materials provided by Customer under an Order Form. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this section may apply.

A. Any liability of the University to indemnify Ricoh as specified, shall be in accordance with Kentucky Revised Statutes KRS 44.070 to 44.160 (Board of Claims Act) and KRS 45A.245 through 45A.275 (Control Claims Act.)

11. Limitations.

11.1 Ricoh and Customer shall each be excused from any delay or failure in performance of their obligations under this Agreement (other than payment obligations) for any period if such delay or failure is caused by any event of force majeure or other similar factors beyond its reasonable control.

11.2 IN NO EVENT SHALL RICOH'S LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED, IN THE AGGREGATE, THE AMOUNT RICOH RECEIVED FROM CUSTOMER HEREUNDER DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE FOR THE PRODUCT(S) OR SERVICE(S) GIVING RISE TO THE LIABILITY.

11.3 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.4 THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

12. Out of Scope Services. Notwithstanding anything to the contrary in this Agreement or any Order Form, the Services do not include, and Ricoh shall have no obligation to provide, or any liability for, any Out of Scope Services. "Out of Scope Services" means: (a) any service that is not specified in an Order Form; and (b) the operation or maintenance of any heavy equipment or machinery, including forklifts and stackers; the use or operation of any non-Ricoh vehicles; the handling or delivery of cash, checks, securities or negotiable instruments; security services, including x-ray, screening, guard or similar security measures; catering services; the leasing of real estate; chauffeur, limo or shuttle services; and the shipping, handling, or delivery of lithium batteries (unless the shipping of lithium batteries has been expressly agreed to by Ricoh and Customer agrees that such shipping will be performed in accordance with Ricoh's Lithium Shipping Procedures, which shall be provided upon request), explosives, drugs, chemicals, hazardous materials, biological materials, medical supplies, medical wastes, food items, and other perishables.

13. Non-Solicitation. Customer may not, during any Personnel's assignment to Customer under an Order Form or within one (1) year after the completion of such an assignment under the applicable Order Form, directly or indirectly solicit, hire, or otherwise employ or engage any such Personnel who was assigned to Customer in any manner or have any Personnel who was assigned to Customer provide services to Customer through a third-party. If Customer fails to comply with the previous sentence, then Customer shall pay to Ricoh (without prejudice to other claims, rights, and remedies Ricoh may have) a one-time placement fee as compensation for the screening, hiring, and training costs incurred by Ricoh with respect to the replacement of each such Personnel, a sum equal to one (1) years' salary for each person Customer directly or indirectly hires, employs or engages (including, but not limited to, circumstances where such Personnel is employed with or an independent contractor for a third party and provides services to Customer), not to exceed \$50,000 for each such person. Customer acknowledges that: (a) individual Ricoh Personnel have post-employment and post-engagement obligations and duties to Ricoh; and (b) Customer's direct or indirect employment or engagement of former Ricoh Personnel who were assigned to Customer, or Customer's negotiations or other discussions with former Ricoh Personnel who were assigned to Customer concerning such direct or indirect employment or engagement may interfere with the performance of those individuals' post-employment and post-engagement duties to Ricoh. Ricoh's acceptance of fees under this Section 13 will not constitute a waiver of, and shall be in addition to, Ricoh's right to obtain any and all relief, including, but not limited to, injunctive relief and damages, in any legal proceeding(s) against Customer and/or such former Ricoh Personnel in connection with the breach of and/or interference with any such former Ricoh Personnel's post-employment or post-engagement obligations.

14. Personnel

- a. **Personnel Actions.** If an employee of Ricoh is banned from the University premises by University for violating state or federal law or regulations, or University policies and procedures, as amended, that apply to those doing business with the University or the public at large, then Ricoh will not assign that employee to work on the University premises; provided, however, nothing in this section shall prohibit Ricoh from placing individual for in employment positions at non-University locations).
- b. **Background Checks.** With respect to Ricoh employees that Ricoh intends to place on the University's premises, Ricoh shall comply with its own Pre-Employment Screening and Employment Background Check Policy, including ensuring that pre-employment screening and/or employment background checks are conducted on all Ricoh employees who are expected to come onto the University's premises to perform services, consistent with the duties and responsibilities associated with such individuals' positions, locations of work and other factors; provided, however, that Ricoh's policy complies with all applicable federal, state or local laws or regulations, and includes a search of the National Sex Offender registry. Ricoh shall not be required to share the results of the background check (as they pertain to individual Ricoh employees) with the University, but Ricoh will comply with its own hiring policy in determining whether any particular Ricoh employee may be placed in service on the University's premises. Subject to compliance with the Pre-Employment Screening and Employment Background Check Policy, Ricoh shall not place employees listed on any state or national sex offender registry on the University's premises.
- c. **Non-Discrimination and Equal Opportunity.** Ricoh is subject to and shall comply with all applicable Federal, state and local laws and regulations governing equal employment opportunity and affirmative action including, but not limited to, the Kentucky Equal Employment Act of 1978 (KRS 45.550 et. seq. of the Kentucky Revised Statutes) and the Federal requirements set forth in Titles VI and VII of Civil Rights Act of 1964, as amended; Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990, as amended; Executive Order 11246 as amended; The Age Discrimination in Employment Act of 1967, as amended; the Age Discrimination Act of 1975, as amended; The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; all regulations and administrative rules established pursuant to the foregoing laws, and the University's Policy on Discrimination and Harassment, stated in Policy 1.4.1. Expressly, Ricoh agrees that it will not discriminate against any employee or applicant for employment because of race, color, ethnic origin, national origin, creed, religion, political belief, sex, sexual orientation, marital status, handicap or disability. Ricoh will not discriminate because of uniform service, veteran status, or physical or mental disability when an individual otherwise meets the minimum qualifications for employment. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training.

15. Subcontracting and Assignment. Customer acknowledges and agrees that Ricoh may from time to time, in its sole discretion, engage subcontractors, including non-U.S. subcontractors, to perform any portion of the Services on Ricoh's behalf. If Ricoh engages any subcontractor, Ricoh shall be fully responsible for the subcontractor's performance in accordance with the terms of this Agreement and the applicable Order Form, and any breach by any such subcontractor shall be deemed a breach by Ricoh. Ricoh shall provide Customer with reasonably available information about its subcontractors upon written request from Customer. Customer shall not assign this Agreement or any Order Form, or any of its obligations under this Agreement or any Order Form, whether voluntarily or by process of law, without the prior written consent of Ricoh, which consent shall not be unreasonably delayed, withheld or conditioned. Prior to placing any temporary employees or subcontractors on University premises, Ricoh shall ensure that any temporary employees or subcontractors have complied with the Background Check requirements of this Agreement, as set forth in this Agreement.

16. On-Site Services. If On-Site Services (as defined in the applicable Order Form) are performed, then this Section 15 shall apply. Despite anything in this Agreement or an Order Form to the contrary, if Ricoh determines (in its reasonable and good faith discretion) that it must increase compensation paid to Personnel who are performing the On-Site Services due to a change in legislation or a similar event outside of Ricoh's reasonable control affecting labor costs in a material manner, then Ricoh may, upon sixty (60) days advance notice to Customer, increase its charges under the applicable

Order Form by a reasonable amount related to the compensation increase. If Customer terminates any On-Site Services or if Ricoh terminates any On-Site Services for Customer's uncured default, then Customer shall (in addition to all other charges or amounts due and owing under the Order Form and any other claims that Ricoh may have related to the termination) reimburse Ricoh for all costs and expenses that Ricoh has incurred or remains obligated to incur related to performing the terminated On-Site Services (including, for example, implementation and deployment expenses, expenses to rent vehicles or other equipment, real estate expenses, and compensation of independent contractors and specialized personnel); and (ii) pay to Ricoh a termination fee equal to: (a) two (2) times the then current minimum fee if termination occurs in the first twelve (12) months of the initial term or any renewal term of the Order Form; (b) two (2) times the then current minimum fee if termination occurs in months thirteen (13) through twenty-four (24) of the initial term or any renewal term of the Order Form; or (c) the then current minimum fee if termination occurs any time after the twenty-fourth (24th) month of the initial term or any renewal term and prior to the expiration of such initial term or renewal term of the Order Form, and if applicable, any other fees and charges specified on the Order Form (collectively, "**On-Site Services Termination Fee**"). For clarity, if Customer terminates On-Site Services due to an uncured default by Ricoh under the applicable Order Form, then Customer shall not be obligated to pay the On-Site Services Termination Fee related to that Order Form. Customer acknowledges and agrees that: (a) the On-Site Services Termination Fee is reasonable given: (i) the injury to Ricoh caused by the termination of the On-Site Services, (ii) the difficulties in proving the type and amount of damages caused by such termination, and (iii) the inconvenience and impracticality of obtaining an adequate remedy; and (b) Customer's payment of the On-Site Services Termination Fee is intended to provide Ricoh with a reasonable remedy for such termination and not to operate as a penalty.

17. Miscellaneous.

17.1 Customer Policies and Procedures: Cooperation. While at Customer's site, all Personnel shall comply with Customer's reasonable site safety and security policies, provided they are first provided in writing in advance to Ricoh, do not conflict with this Agreement or any Order Form, and do not impose any additional financial or legal burden on Ricoh. Customer shall provide access to its facilities, networks, systems, data and Customer personnel, and otherwise cooperate with Ricoh in the design, implementation, delivery, support, administration, and management of the Services. All Ricoh employees and subcontractors shall be subject to the rules and regulations that apply to those doing business with the University or public at large, while on the University premises.

17.2 Purchases of Products. All purchased Products are shipped FOB Ricoh's facility. Title to purchased Products shall pass to Customer upon Ricoh's delivery to common carrier, at which time Customer assumes all risk of loss, theft or damage in transit. Within five (5) days of delivery, Customer shall notify Ricoh in writing if any purchased Product is defective or does not conform to the manufacturer's specifications, in which case Ricoh shall promptly repair or replace the defective or non-conforming purchased Product. Purchased Product shall be deemed accepted by Customer if Customer fails to notify Ricoh of any non-conformity or defect as described above. Customer's obligation to accept and pay for purchased Product is not contingent on Ricoh's provision of Services.

17.3 No Waiver. No waiver will be effective against either Party unless it is in writing and signed by the waiving Party. A waiver of any particular breach of any term contained in this Agreement will not operate as a waiver of that term itself, or as a waiver of any subsequent breach thereof. The failure of Ricoh or University to exercise any right or remedy available under this Agreement upon the other Party's breach of the terms, representations, covenants or conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of (i) such right or remedy; (ii) the requirement of punctual performance; or (iii) any right or remedy in connection with any subsequent breach or default on the part of the other Party.

17.4 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Kentucky, without regard to conflict of law principles. Any claim between the University and Ricoh that arises from or relates to this Agreement shall be brought in the Franklin Circuit Court in the Commonwealth of Kentucky.

17.5 Entire Agreement. The parties agree that the terms and conditions contained in this Agreement and in each Order Form make up the entire agreement between them regarding the Services and (subject to Section 5) Products and supersede all prior written or oral communications, understandings or agreements between the parties relating to the subject matter contained herein, including without limitation, purchase orders. Any purchase order or other ordering documents issued by Customer at any time for any reason will not modify or affect this Agreement or any Order Form, nor have any other legal effect notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the Products or Services ordered. Except as otherwise expressly set forth herein, any change in any of the terms and conditions of this Agreement or any Order Form must be in writing and signed by both parties.

17.6 Authority. Each Party represents and warrants that it has the requisite authority to enter into this Agreement and to perform its duties hereunder, that the individual signing below on that Party's behalf has all requisite authority and approvals to do so and to bind that Party, and that it has done and will do all things necessary so that this Agreement will be valid, binding and legally enforceable upon that respective Party.

17.7 Order of Precedence. This Agreement establishes the general commercial terms and conditions that will govern all Order Forms, however it may be necessary to supplement or modify this Agreement with respect to certain Products or Services provided under a given Order Form. Therefore, in the event of any conflict or inconsistency between this Agreement and any Order Form, the following order of precedence shall prevail: (a) the Order Form shall control, unless otherwise expressly stated in the Order Form, followed by (b) the terms and conditions set forth in this Agreement.

17.8 Waiver: Severability. The delay or failure of either party to enforce at any time any of the provisions of this Agreement or any Order Form 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 and each Order Form. If any provision of this Agreement or any Order Form is held to be invalid or unenforceable, such provision shall be construed by modifying it to the minimum extent necessary to make it valid or enforceable (if permitted by law) or, if not, then it shall be construed as though this Agreement and each Order Form did not contain the particular provision held to be invalid or unenforceable.

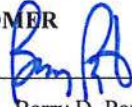
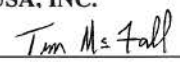
17.9 No Third Party Beneficiary. Nothing in this Agreement shall be constructed to permit anyone other than the University and Ricoh and their respective successors and assigns to rely upon the covenants and agreements herein nor to give any such third party a cause of action (as a third party beneficiary or otherwise) on account of nonperformance or otherwise.

17.10 Survival. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of Sections 8 (Confidentiality), 9 (Insurance), 10 (Indemnification), 11 (Limitations), 15 (On-Site Services), and 16.9 (Notices; Promotional Materials) shall survive the expiration or earlier termination of this Agreement. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

17.11 Assignment. Neither University nor Ricoh shall assign this Agreement without the prior written consent of the other; provided, however, that either Party may assign the Agreement to an Affiliate without the consent of the other Party. For purposes of this Agreement, "Affiliate" shall mean a company which controls, is controlled by or is under common control with the assigning Party or its ultimate parent company.

17.12 Signatures. Each party agrees that electronic signatures of the parties on this Agreement and any Order Form will have the same force and effect as manual signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

17.13 Notices; Promotional Materials. All notices shall be given in writing by the party sending the notice to the party receiving the notice at its address shown above (or to any other address specified by that party in writing) with postage prepaid. Neither party shall (orally or in writing) make any media release or issue any promotional materials concerning this Agreement or the subject matter hereof nor (b) use any trade name, service mark, logo, or trademark of the other party without the prior written approval of the other party, which shall not be unreasonably withheld, conditioned or delayed.

CUSTOMER	RICOH USA, INC.
By: 	By: 
Name: <u>Barry D. Poynter</u>	Name: <u>Tim McFall</u>
Title: <u>Senior Vice President Finance and Administration</u>	Title: <u>Vice President, Managing Director</u>



Ricoh USA, Inc.
300 Eagleview Blvd #200
Exton, PA 19341

Product Schedule with Purchase Option

Product Schedule Number: _____
Master Lease Agreement Number: _____

This Product Schedule with Purchase Option (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and Eastern Kentucky University, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

Eastern Kentucky University				Billing Contact Name			
Customer (Bill To) 521 Lancaster Avenue				Billing Address (if different from location address)			
Product Location Address Richmond Madison KY 40475				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	TZ Intelligent Storage Locker Solution

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months) 60	Minimum Payment (Without Tax) \$6,157.60	Interest Rate 6.45 % per annum *(see note below)	Minimum Payment Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	Advance Payment <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____
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* Only applicable if the Purchase Option Price below is the \$1.00 Purchase Option.

Sales Tax Exempt: ☒ Yes (Attach Exemption Certificate)

I.R.C. Section 103 Interest Tax Exempt: ☐ Yes

Addendum Attached: ☐ Yes (Check if yes and indicate total number of pages: _____)

Customer Billing Reference Number (P.O.#, etc.) _____

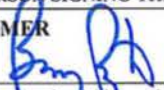
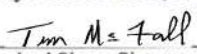
TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Purchase Option:
 - Purchase Option Price:
☐ Fair Market Value Purchase Option (plus any applicable tax)
☒ \$1.00 Purchase Option (plus any applicable tax)
 - Unless the above Purchase Option price is the \$1.00 Purchase Option, Customer agrees that this transaction is a true rental. If the above Purchase Option price is the \$1.00 Purchase Option, then

Customer Initials _____

- (i) notwithstanding anything to the contrary in the Lease Agreement, with respect to this Schedule only: It is the mutual intention of the parties that Customer shall be considered the owner of the Product (excluding all Software, which is owned and licensed to you by the Software Supplier) for various purposes, including federal income tax purposes, as of the Effective Date. You are entitled to all federal income tax benefits afforded to the owner of the Product, but we shall not be liable to you if you fail to secure or obtain such benefits. You will keep the Product free of all liens and encumbrances. You hereby grant to us a security interest in the Product covered by this Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts due or to become due under each Schedule. You are required to file all property tax returns where applicable and promptly pay all property taxes that may be assessed against the Product and, if we are required by the applicable taxing jurisdiction to pay such taxes, you shall promptly reimburse us for such tax payments.”;
- (ii) in the event of default under the Lease Agreement or this Schedule, we may exercise all rights and remedies of a secured party under applicable law, in addition to any and all rights and remedies we may otherwise have under the Lease Agreement, including, without limitation, the right to repossess the Product free and clear of any of your rights and interests in the Product;
- (iii) notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule and all of your obligations under this Schedule have been satisfied, we will release any security interest that we may have in the Product, you shall have no obligation to provide any end-of-term notice to us, and this Schedule will terminate and not be renewed; and
- (iv) the total cost of the Product is an amount equal to the sum of the Minimum Payments set forth above over the Minimum Term set forth above, discounted to present value at the constant per annum Interest Rate set forth above.
- (c) If the above Purchase Option price is the Fair Market Value Purchase Option, then notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule, you will have the option at the end of the original term, or any renewal term, of this Schedule to purchase, for the above Purchase Option price, all (but not less than all) of the related Product covered by this Schedule at a purchase price equal to the then-existing fair market value of such Product. You must give us at least thirty (30) days written notice, by certified or registered mail, before the end of the original term of this Schedule, or any renewal term, that you will purchase the related Product or that you will return the related Product to us. In the event that you exercise such option, fair market value of the Product will be defined as the price a willing buyer will pay to a willing seller with no obligation to sell or purchase the Product in an open market. If both parties cannot agree to a price, you may request an independent appraisal by an appraiser approved by us, and both parties agree to the value as determined by the appraiser. All appraisal costs are to be borne by you. You agree to pay all sales tax, use tax and other similar tax payable in connection with the purchase of the Product. If you do not give us such written notice or if you do not purchase or return the related Product in accordance with the terms and conditions of the Lease Agreement and this Schedule, the original term of this Schedule, or any renewal term, will automatically renew in accordance with the terms of Section 14 of the Lease Agreement. This purchase option shall not apply to any Software.
- (d) If the above Purchase Option price is the Fair Market Value Purchase Option, then upon receipt by us of payment of the Purchase Option price described in clause (c) of this Paragraph 3, we will transfer our interest in the related Product to you “AS IS, WHERE IS” without any representation or warranty whatsoever, and this Schedule will terminate.
4. Both parties intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of the Lease Agreement or this Schedule that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under applicable law is limited and modified by this Section to limit the amounts chargeable to the maximum amount allowed. If, in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Lease Agreement or refunded to Customer.
5. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE LEASE AGREEMENT, THIS SCHEDULE OR THE TRANSACTIONS EVIDENCED THEREBY. YOU ACKNOWLEDGE THAT WE ARE NOT AN AGENT OR A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TREATMENT OF THE LEASE AGREEMENT AND THIS SCHEDULE.
6. Additional Provisions (if any) are: _____
7. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

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

<p>CUSTOMER</p> <p>By: X </p> <p>Authorized Signer Signature</p> <p>Printed Name: <u>Barry D. Poynter</u></p> <p>Title: <u>Senior Vice President for Finance and Administration</u> Date: <u>12/10/2019</u></p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: </p> <p>Authorized Signer Signature</p> <p>Printed Name: <u>Tim McFall</u></p> <p>Title: <u>Vice President, Managing Director</u> Date: <u>12-11-19</u></p>
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SERVICE ORDER No. 1

CUSTOMER INFORMATION					
Full Legal Name	Eastern Kentucky University				
Address	521 Lancaster Avenue				
City	Richmond	State	KY	Zip Code	40475

This Service Order is made pursuant to the (check one that applies):

- ☒ Master Service Agreement, dated December 9, 2019
☐ Master Agreement, dated , 20

(as applicable, the "Agreement") by and between Ricoh USA, Inc. ("RicoH") and the customer listed above ("Customer" or "University"). The services set forth in this Service Order (the "Services") shall be effective as of (check one that applies):

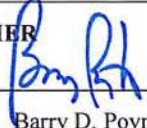
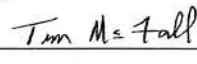
- ☐ the commencement of any of the Services, as determined by Ricoh, OR
☒ February 3rd, 2020

and shall have a sixty (60) month term ("Initial Term") for performance unless earlier terminated as expressly provided herein. Thereafter, this Service Order shall renew as mutually agreed to by the parties for consecutive three (3) month periods (each, a "Renewal Term") at the rates specified herein, unless terminated by either party upon thirty (30) days prior written notice before the end of the Initial Term or Renewal Term, as applicable.

All terms and conditions of the Agreement are incorporated into this Service Order and made a part hereof. It is the intent of the parties that this Service Order be separately enforceable as a complete and independent agreement, independent of all other Service Orders or Order Forms (as defined in the Agreement) made pursuant to the Agreement. This Service Order consists of this page, together with any selected Appendices as set forth below.

APPLICABLE SERVICE OFFERINGS	
(CHECK ALL THAT APPLY BELOW)	
<input checked="" type="checkbox"/>	Appendix 1: Additional Services Terms (see attached) <input checked="" type="checkbox"/> Equipment Maintenance <input checked="" type="checkbox"/> On-Site Services: <i>Must also select and attach Scope of Work (a "SOW") as Appendix 3</i>
<input checked="" type="checkbox"/>	Appendix 2: Covered Equipment (see attached)
<input checked="" type="checkbox"/>	Appendix 3: Customer-Specific Service Offering <input checked="" type="checkbox"/> On-Site Services SOW (see attached) <input type="checkbox"/> Copy/Print Services <input checked="" type="checkbox"/> Mail Services <input checked="" type="checkbox"/> Courier Services <input type="checkbox"/> Other: _____

SERVICE(S) FEES
Ricoh agrees to provide the Services for the base minimum service fee: \$26,450 per month (the "Minimum Service Fee") and any additional fees as may be set forth in any applicable Appendices.

CUSTOMER	RICOH USA, INC.
By: 	By: 
Name: Barry D. Poynter	Name: Tim McFall
Title: Senior Vice President for Finance and Administration	Title: Vice President, Managing Director
Date: December 10, 2019	Date: December 11, 2019

APPENDIX 1 TO SERVICE ORDER ADDITIONAL SERVICES TERMS

The terms and conditions for Equipment Maintenance are as set forth in this Appendix 1. Upon sixty (60) days' prior written notice, either party may terminate any of the Services specified in this Appendix 1 subject to the Customer's payment of any specified termination fees as well as full satisfaction of any and all other payment obligations of Customer through the date of such termination.

I. Equipment Maintenance. If the "Equipment Maintenance" box is checked on the cover page of the Service Order, then the following terms are applicable:

1. Maintenance Services. To the extent the Services include equipment repair and maintenance for any identified Covered Equipment ("**Equipment Maintenance**"), Ricoh shall repair or replace any part of the Covered Equipment that becomes unserviceable due to normal usage (other than consumable supplies) in accordance with the Service Order and the manufacturer's specifications. Maintenance will be performed between the hours of 8:00am-5:00pm local time Monday through Friday, excluding New Years Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving and the day after, and Christmas Day ("**Normal Business Hours**") at the Customer Locations.

- (a) **Exclusions.** Equipment Maintenance does not include, and Ricoh shall have no obligation to perform or provide any of the following: repairs resulting from misuse (including without limitation improper voltage) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control;
- (b) repairs made necessary by service performed by persons other than TZ or Ricoh representatives;
- (c) repairs requested outside of Normal Business Hours;
- (d) repairs or replacements that are materially hindered by Customer's failure to perform the Customer obligations set forth in the Agreement or applicable Service Order;
- (e) repairs or replacement of any item not related to the mechanical or electrical operation of the Covered Equipment;
- (f) software, system or connectivity support, unless otherwise agreed in writing by Ricoh;
- (g) parts no longer available from the applicable Covered Equipment manufacturer;
- (h) electrical work external to the Covered Equipment, including problems resulting from overloaded or improper circuits;
- (i) any obligation to remove, delete, preserve maintain or otherwise safeguard any information retained by or resident in or on any Covered Equipment, however the foregoing shall not be deemed to limit Ricoh's general obligations with respect to Customer's Confidential Information, as defined in the Agreement; or
- (j) engineering changes which provide additional capabilities to the Covered Equipment.

2. Customer Obligations. Customer shall provide a proper place for the use of the Covered Equipment, including but not limited to, electric service, as specified by the manufacturer. Customer shall provide adequate facilities (at no charge) for use by Ricoh representatives in connection with their performance of Equipment Maintenance. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform Equipment Maintenance, including but not limited to "360 degree" service access to the Covered Equipment. Customer shall provide a key operator for the Covered Equipment and will make operators available for instruction in use and care of the Covered Equipment.

3. Additional Equipment. Equipment Maintenance for additional equipment that Customer may add from time-to-time to the Service Order ("**Additional Equipment**") shall be provided at the same per-unit rate or fee in effect for similar Covered Equipment at the time of purchase, or if no similar Covered Equipment exists, at Ricoh's then-current rate or fee, and Ricoh shall adjust the charges for Equipment Maintenance. Ricoh shall maintain a master list of all Covered Equipment under the Service Order, including the Customer location and associated charges for each item of Covered Equipment which the parties agree shall be the sole and definitive record concerning the same ("**Covered Equipment List**"). Upon request, Ricoh shall provide Customer with a copy of the Covered Equipment List, and shall correct any errors or omissions in the Covered Equipment List that Customer brings to Ricoh's attention.

4. Equipment Move(s) and/or Relocation(s). Customer may request Covered Equipment or Monitored Equipment be moved or relocated and Ricoh shall provide a quote for such move(s) and/or relocation(s) based on its then current rates.

5. Customer Responsibilities and Assurances. Customer shall take all actions reasonably requested or required by Ricoh in order for Ricoh to perform its obligations hereunder, including preparing sufficient delivery and loading space, allowing Ricoh's Personnel to access Customer's site, etc. Customer represents and warrants that it has secured and will maintain all third party permissions and authorizations that are necessary in order to allow Ricoh to perform its obligations under the Agreement and the Service Order.

6. Service Levels. If Customer believes that any 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.

II. On-Site Services. If the "On-Site Services" box is checked on the cover page of the Service Order, then the following terms are applicable in addition to the applicable SOW(s) for such Services attached to the Service Order:

1. **On-Site Services.** The On-Site Services selected by Customer are identified on the cover page of the Service Order and may be more particularly set forth in a scope of work that also identifies the Customer location ("**Customer Location**") where Ricoh will perform such services (the "**On-Site Services**").
2. **Fees.** In addition to any Minimum Service Fee specified in the Service Order, the following are additional charges applicable to On-Site Services:
 - (a) **Third Party Vendor Fees.** To the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and the terms and conditions in the Agreement shall govern such registration and service
 - (b) **Other Variable Fees.**
 - (i) When Customer workload requires the On-Site Service(s) to be provided by any Personnel in excess of an eight (8) hour workday, during or beyond Normal Business Hours, Ricoh will provide overtime On-Site Services and will invoice Customer for such services being performed. Customer will be charged at Ricoh's then-current rates in excess of an eight (8) hour workday, during or beyond Normal Business Hours, with a four (4) hour per Personnel minimum shift when this shift is not directly adjacent to Normal Business Hours. Equipment Moves: Customer shall pay as mutually agreed to by the parties, Ricoh to move Covered Equipment and Monitored Equipment at Ricoh's then-current rates.
 - (ii) Freight, Delivery, and Mailing Costs: Customer shall pay all postage/ mailing expenses (meter rentals), any reasonable fuel surcharges assessed from time to time, courier and/or carrier fees directly as deemed necessary to provide the On-Site Services. Ricoh shall not bear or be responsible for any costs related to Customer's freight, delivery and/or mail costs and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.
 - (iii) Delivery of mail: In connection with its performance of the Services to deliver mail to various Customer facilities, Ricoh will charge Customer for maintenance and repairs to vehicle, etc at cost plus 10%. Customer will provide Ricoh with a fleet gas card for any gas purchases. Any cost estimate over \$500.00 will require Customer's written approval.
3. **Termination; Termination Fees.**
 - (a) **Termination for Convenience.** Either party may terminate this Agreement for convenience upon sixty (60) days written notice. If Customer terminates this Agreement for convenience, it shall pay all then current charges due and owing under the terms of this Agreement.
 - (b) **Force Majeure.** If either Party is rendered unable to perform its duties under this Agreement, in whole or in part, by reason of any event that is not reasonably under its control (including, but not limited to, Acts of God, fires, floods, earthquakes, accidents, riots, national emergencies, and other such force majeure events), then any duty so impacted will be suspended during such event. The Party rendered unable to perform due to force majeure must promptly notify the other Party, and neither Party shall be responsible to the other Party for any losses resulting from such force majeure, except for payment of monies owed. If either Party's inability to perform exceeds one hundred twenty (120) days, then either Party may terminate this Agreement by written notice, effective upon the other Party's receipt of such written notice.
 - (c) **On-Site Termination Fee.** Unless an "On-Site Services Termination Fee" or "Termination Fee" is expressly set forth in the Agreement as it pertains to fees for termination of this Service Order, in which event the Agreement shall control, this Section applies. If Customer terminates any On-Site Services or if Ricoh terminates any On-Site Services for Customer's uncured default, then Customer shall (in addition to all other charges or amounts due and owing under this Service Order and any other claims that Ricoh may have related to the termination): (i) reimburse Ricoh for all costs and expenses that Ricoh has incurred or remains obligated to incur related to performing the terminated On-Site Services (including, for example, implementation and deployment expenses, expenses to rent vehicles or other equipment, real estate expenses, and compensation of independent contractors and specialized personnel); and (ii) pay to Ricoh a termination fee equal to: (a) two (2) times the then current Minimum Service Fee if termination occurs in the first twelve (12) months of the Initial Term or any Renewal Term of the Service Order; (b) two (2) times the then current Minimum Service Fee if termination occurs in months thirteen (13) through twenty-four (24) of the Initial Term or any Renewal Term of the Service Order; or (c) two (2) times the then current Minimum Service Fee if termination occurs any time after the twenty-fourth (24th) month of the Initial Term or any Renewal Term and prior to the expiration of such Initial Term or Renewal Term of the Service Order, and if applicable, any other fees and charges specified in the Service Order (collectively, "**On-Site Services Termination Fee**"). For clarity, if Customer terminates On-Site Services due to an uncured default by Ricoh under this Service Order, then Customer shall not be obligated to pay the On-Site Services Termination Fee related to this Service Order. Customer acknowledges and agrees that: (a) the On-Site Services Termination Fee is reasonable given: (i) the injury to Ricoh caused by the termination of the On-Site Services, (ii) the difficulties in proving the type and amount of damages caused by such termination, and (iii) the inconvenience and impracticality of obtaining an adequate remedy; and (b) Customer's payment of the On-Site Services Termination Fee is intended to provide Ricoh with a reasonable remedy for such termination and not to operate as a penalty.
Build Out Cost Termination Fee. In the event (i) Customer terminates this Service Order or any of the Services specified hereunder for any reason or cause other than Ricoh's uncured default as specified in the Agreement, or (ii) Ricoh terminates this Service Order due to an uncured default on the part of Customer as specified in the Agreement, then, in addition to the On-Site Services Termination Fee and any other fees and charges then due, Customer shall also pay to Ricoh as liquidated damages, and not as a penalty, an amount equal to \$834 multiplied by the number of months remaining in the Initial Term as of the effective date of termination. The parties acknowledge and agree that such payment will be due and payable to Ricoh in respect of unamortized costs incurred by Ricoh associated with the implementation of the Services, as more fully described herein.
4. **Normal Business Hours.** Ricoh will provide the On-Site Services during normal business hours which, unless otherwise specified herein, will be 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving and the day after, and Christmas Day ("**Normal Business Hours**"). If Customer recognizes fewer holidays, Customer will be charged at the current overtime rates for operation of any Customer Location on the nationally recognized holidays not recognized by Customer. Ricoh employees shall not use University issued keys to access buildings outside of normal business hours.

5. Space, Utilities and Office Supplies.

- (a) Customer will provide adequate space for operation of the On-Site Services at the Customer Location (as specified in the Service Order) where they are to be performed and will provide for the preparation of the designated space in each Customer Location for the Services, including any electrical work required for installation or operation of all Covered Equipment. Customer will provide adequate electrical service, telephone service, internet service (with access being provided via wire and/or wirelessly, as mutually agreed by Customer and Ricoh), custodial service, air ventilation, heating and cooling systems at the Customer Location and for any Covered Equipment and will provide the access needed for equipment maintenance, repair, installation and removal.
- (b) Customer shall provide: (i) the office supplies (such as paper clips, staples, staplers, tape, etc.); and (ii) the office equipment (such as desks, shelves, telephones, file cabinets, table and chairs) that Customer and Ricoh mutually agree is necessary for operation of the On-Site Services, as applicable. Customer agrees to provide a proper place for the use of the Covered Equipment, including electric service as specified by the manufacturer. Customer will maintain the Customer Locations free from any unsafe conditions and will make available to Ricoh Personnel and subcontractors any safety equipment or materials provided by Customer to Customer's own employees and subcontractors.
- (c) Customer shall provide adequate security for equipment, supplies, and other items of value utilized by Ricoh in the performance of the On-Site Services. Customer shall bear all losses resulting from the theft or loss of such equipment, supplies and/or items of value, except those negligently or willfully caused by Ricoh or Ricoh's employees.
- (d) Ricoh shall provide reasonable and adequate on-site (or site-adjacent) parking for the Ricoh Personnel performing On-Site Services at the Customer Location. Ricoh's inability to fulfill its obligations under the Agreement because of any failure of Customer to meet its obligations under this section shall not constitute a breach of the Agreement or other default by Ricoh.

6. Personnel.

- (a) Generally. Ricoh will perform its services hereunder as an independent contractor, and nothing in this Agreement shall be deemed to make Ricoh, or its employees, a common law employee, agent, partner or fiduciary of, or joint venture with, University. Ricoh Personnel shall at all times be the employees of Ricoh or the subcontractor, as applicable. Ricoh shall be solely responsible for the supervision, daily direction and control of its personnel and for the management of its subcontractors. Ricoh will provide the Personnel to perform the Services specified in the Service Order; however, Ricoh may at any time, in its sole discretion, provide more or less Personnel to meet any required service levels. Ricoh shall have the right to remove, reassign, or take any other employment-related action with respect to any Personnel furnished pursuant to the Agreement. In the event of such removal or reassignment, Ricoh will furnish a replacement. All Ricoh employees and subcontractors shall be subject to the rules and regulations that apply to those doing business with the University or public at large, while on the University premises. In addition, Ricoh shall be responsible for payment of all compensation, benefits and employer taxes relating to such Personnel (including workers' compensation and disability). Ricoh reserves the right to hire temporary employees or subcontractors, if the circumstances require, in order to perform the On-Site Services or to accommodate special requests from Customer. Prior to placing any temporary employees or subcontractors on University premises, Ricoh shall ensure that any temporary employees or subcontractors have complied with the Background Check requirements of this Agreement, as set forth below. The parties do not hereby intend to enter into a partnership or joint venture, to become agents of one another or to have their respective personnel become agents of the other, and the relationship between Ricoh and Customer shall at all times be that of independent contractors, whether under the HITECH Act or otherwise. Should Customer determine that any Personnel are not performing in accordance with the requirements of the Service Order, Customer shall provide Ricoh with written notice of such failure. Within five (5) business days of Ricoh's receipt of such notice, and in accordance with Ricoh policy and procedure, Ricoh shall remedy the deficiency with the Personnel in question. Notwithstanding the foregoing, if Customer believes that an action of Personnel warrants immediate action by Ricoh, Customer shall contact Ricoh and provide Ricoh in writing with the reason for requesting such immediate action. Customer may not request that Ricoh take action because of race, religion, gender, age, disability, or any other legally-prohibited basis under federal, state or local law.
- (b) Additional Staffing. Additional staffing may be requested when scheduled forty-eight (48) hours in advance. Such additional staffing is provided on an as-available basis for weekday shifts. There is a four (4) hour minimum required for this service. Rates for such additional staffing will be mutually agreed upon by the parties in advance of the services being provided. Longer-term full-time and part-time staffing may be added via an amendment to the Service Order. Additional rates for longer-term additional staffing will be agreed upon in advance of commencement of such service by way of an amendment to the Service Order and will be based upon current labor market conditions at the time. Full-time staffing is considered forty (40) hours per week per Personnel for an assignment in excess of a month; part-time staffing is considered twenty (20) hours per week per Personnel for assignments in excess of a month.
- (c) Personnel Actions. If an employee of Ricoh is banned from the University premises by University for violating state or federal law or regulations, or University policies and procedures, as amended, that apply to those doing business with the University or the public at large, then Ricoh will not assign that employee to work on the University premises; provided, however, nothing in this section shall prohibit Ricoh from placing individual for in employment positions at non-University locations).
- (d) Background Checks. With respect to Ricoh employees that Ricoh intends to place on the University's premises, Ricoh shall comply with its own Pre-Employment Screening and Employment Background Check Policy, including ensuring that pre-employment screening and/or employment background checks are conducted on all Ricoh employees who are expected to come onto the University's premises to perform services, consistent with the duties and responsibilities associated with such individuals' positions, locations of work and other factors; provided, however, that Ricoh's policy complies with all applicable federal, state or local laws or regulations, and includes a search of the National Sex Offender registry. Ricoh shall not be required to share the results of the background check (as they pertain to individual Ricoh employees) with the University, but Ricoh will comply with its own hiring policy in determining whether any particular Ricoh employee may be placed in service on the University's premises. Subject to compliance with the Pre-Employment Screening and Employment Background Check Policy, Ricoh shall not place employees listed on any state or national sex offender registry on the University's premises.
- (e) Non-Discrimination and Equal Opportunity. Ricoh is subject to and shall comply with all applicable Federal, state and local laws and regulations governing equal employment opportunity and affirmative action including, but not limited to, the Kentucky Equal Employment Act of 1978 (KRS 45.550 et. seq. of the Kentucky Revised Statutes) and the Federal requirements set forth in Titles VI and VII of Civil Rights Act of 1964, as amended; Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990, as amended; Executive Order 11246 as amended; The Age Discrimination in Employment Act of 1967, as amended; the Age Discrimination Act of 1975, as amended; The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; all regulations and administrative rules established pursuant to the foregoing laws, and the University's Policy on Discrimination and Harassment, stated in

Policy 1.4.1. Expressly, Ricoh agrees that it will not discriminate against any employee or applicant for employment because of race, color, ethnic origin, national origin, creed, religion, political belief, sex, sexual orientation, marital status, handicap or disability. Ricoh will not discriminate because of uniform service, veteran status, or physical or mental disability when an individual otherwise meets the minimum qualifications for employment. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training.

7. **Customer Responsibilities and Assurances.** Customer shall take all actions reasonably requested or required by Ricoh in order for Ricoh to perform its obligations under the Service Order, including preparing sufficient delivery and loading space, allowing Personnel to access Customer Locations, etc. Customer represents and warrants that it has secured and will maintain all third party permissions and authorizations that are necessary in order to allow Ricoh to perform its obligations under the Service Order.

**APPENDIX 2 TO SERVICE ORDER
COVERED EQUIPMENT**

COVERED EQUIPMENT

“Covered Equipment” shall mean the Leased Equipment, Non-Leased Equipment and Customer-Provided Equipment, each as listed and defined below.

The Service levels (“Service Levels”) that may be applicable to the Covered Equipment, as identified below, are set forth in the following table:

Service Level	Maintenance	
	Parts	Labor
Gold	YES	YES
Silver	YES	YES
Bronze	YES	YES

Leased Equipment: Leased Equipment is equipment that is leased pursuant to a separate Master Lease Agreement (“MLA”) for which Ricoh provides Services and is listed below. All Leased Equipment shall remain the property of Ricoh or the applicable third-party lessor or assignee, as applicable, and Customer shall have no right, title or interest in or to the Leased Equipment, except as otherwise may be provided under any MLA or other lease agreement.

MAKE	MODEL	SERIAL NUMBER	SERVICE LEVEL
TZ	Lockers		Gold
SC Logic	Software		Gold

Non-Leased Equipment: Non-Leased Equipment is equipment that is provided by Ricoh as part of the Services and is listed below. All Non-Leased Equipment shall remain the property of Ricoh or any assignee, as applicable, and Customer shall have no right, title or interest in or to the Non-Leased Equipment.

MAKE	MODEL	SERIAL NUMBER	SERVICE LEVEL
Shiprite	POS		Gold
(2)	Phone(s) & Pagers		
(1)	High Density Mail System with Shelving		
(2)	Personal computers		
(1)	\$50,000 Buildout Allowance		

Customer-Provided Equipment: Customer-Provided Equipment is equipment for which Ricoh provides Services that is owned or leased by Customer from a third-party and is listed below. All Customer-Provided Equipment shall remain the property of Customer (or the applicable third-party), and Ricoh shall have no right, title or interest in or to the Customer-Provided Equipment. Customer-Provided Equipment may also include any equipment for which Ricoh has agreed to pay a third-party on behalf of Customer during the term of this Agreement and pass through such expense to Customer.

MAKE	MODEL	SERIAL NUMBER	SERVICE LEVEL
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APPENDIX 3 TO SERVICE ORDER CUSTOMER-SPECIFIC SERVICE OFFERING

SCOPE OF WORK

Ricoh will provide the Services described more fully in the paragraph entitled "Service Areas" below and in this scope of work ("Scope of Work"). Each service area ("Service Area") will include quantitative baseline information derived from Ricoh's analysis of Customer's current operations. The quantitative information is summarized in the Ricoh Study Findings Review prepared for Customer or a similar resource document and will establish the operational benchmark for the staffing, equipment, and processes provided by Ricoh. Each Service Area will also include a description and outline of the Services that Ricoh will perform, including Ricoh's responsibilities. Associated Ricoh tasks are to be further detailed in the Ricoh Management Services Site Procedures Guide prepared for Customer. Customer responsibilities are also included below where such responsibilities are necessary for Ricoh's performance of the Services. This Scope of Work also details the logistics of Customer's facility to establish the square footage, department, and Customer employee population served.

SERVICE AREAS

Ricoh will provide the following Services to Customer:

- ☒ TZ Locker Repair and Maintenance Services
- ☒ Mail Services
- ☒ Courier Services
- ☒ Intelligent Lockers
- ☒ SC Logic

REPORTING

Ricoh will provide operating reports on a monthly basis to Customer's authorized contact. The operating reports may include, but may not be limited to, quantitative data (such as volumes and other relevant metrics) for the Services performed by Ricoh. Ricoh and Customer will mutually agree to the content of such reports.

QUARTERLY STRATEGY UPDATES AND ANNUAL CUSTOMER STRATEGY SESSIONS

Ricoh will coordinate quarterly meetings ("Quarterly Strategy Update") with Customer three (3) months in advance of the date of the review. The Quarterly Strategy Update is to be attended by authorized members of Ricoh and Customer management. The agenda is to include, at a minimum, a review of the quantitative information collected by Ricoh during the preceding quarter, as detailed in this Scope of Work, relevant changes within Customer's operations or with Customer's quantitative baseline information, and enhancements to Services.

CHANGES IN SCOPE OF WORK

Any change to the Scope of Work must be made pursuant to an addendum to this Service Order and signed by both parties.

1. Mail & Package Services:

Quantitative Baseline

<i>Monthly</i>	Monthly Average			
Inbound Mail Pieces				
Inbound Packages/Parcels	2,891			
Outbound Mail Pieces				

Address: Eastern Kentucky University

521 Lancaster Ave, Richmond, KY 40475

Hours of operation:

Staff Hours
Monday - Friday
8:00am - 5:00pm

Services - Ricoh will operate and manage Customer's Mail Center daily and conduct the following tasks up to the baseline defined above.

- 1.1 Ricoh will receive and sort USPS mail into Student mailboxes.
- 1.2 Ricoh will receive and sort departmental mail into mail slots to be delivered by Ricoh.
- 1.3 Ricoh will receive all student accountable packages, check into SC Logic, and deliver to lockers.
- 1.4 Ricoh will deliver accountable packages to the departments.
- 1.5 Ricoh will release student mail to HD Folders and notify students electronically.
- 1.6 Ricoh will release student packages to the lockers and notify students electronically.
- 1.7 Ricoh will apply postage to outbound USPS mail using Customer-Provided postage meter and the proper department billing code. Ricoh will add funds to postage meter using Customer's USPS postage account.
- 1.8 All departmental outbound accountable mail and packages will be processed by Ricoh.
- 1.9 Ricoh will conduct retail stamp sales to students and faculty for stamps provided by Customer. Stamps will be purchased by Customer and all revenue from stamps sales will go to Customer.
- 1.10 Ricoh will follow Ricoh's "Cash Handling" process to reconcile and deposit daily cash transactions. Customer must provide safe or lockbox to secure all cash and checks. Ricoh will not transport any cash or checks outside the mail center building. Customer is responsible to provide cash to fund the daily cash register. Except to the extent recklessly or willfully caused by Ricoh or Ricoh Personnel, Customer shall bear all losses resulting from the theft or loss of any such monies, or such equipment, supplies and/or items of value provided by Customer.

Critical Awareness: Ricoh recognizes that mail and package volumes peak during the first 4-6 weeks of each new semester potentially requiring additional short-term labor. Ricoh will work with Customer to determine the requirements during this time and use billable temp labor if necessary.

- Mail Delivery: Ricoh will perform two (2) mail/parcel delivery runs daily.
- The stops will be at the following locations.

Location	Address	Drops	Building/ Route Label Color
Health Careers Opportunity Program (HCOP)	DIZNEY 132	2	Afternoon Driving Route
Admission, Licensure, & Certification (CPEP)	COMBS 425	1	Afternoon Driving Route
Adult Education	1101 Vanhoose Drive		Afternoon Driving Route
Aramark	CASE DINING	8	Afternoon Driving Route
ASLIE Program	WALLACE 216	1	Afternoon Driving Route
Athletic Training (AT) Program (Sports Medicine)	MOBERLY 112	4	Afternoon Driving Route
Baccalaureate & Graduate Nursing	ROWLETT 223	30	Afternoon Driving Route
Budgeting, Financial Planning, and Fiscal Effectiveness	COMMONWEALTH 1410	10	Afternoon Driving Route
Card Services	COMMONWEALTH 1409	2	Afternoon Driving Route
Central Stores	L. O. Martin Building	2	Afternoon Driving Route
Clinical Experiences (CPEP)	COMBS 427		Afternoon Driving Route
College of Science	SCIENCE 1228	13	Afternoon Driving Route
College of Health Sciences (Dean)	ROWLETT 203	8	Afternoon Driving Route
Computer Science	WALLACE 417	15	Afternoon Driving Route
Curriculum and Instruction	COMBS 215	35	Afternoon Driving Route
DEPARTMENT OF ASSOCIATE DEGREE NURSING	ROWLETT 220	25	Afternoon Driving Route
Department of Biological Sciences	SCIENCE 3238	28	Afternoon Driving Route
Department of Chemistry	SCIENCE 4126	18	Afternoon Driving Route
Department of Geosciences (Geography & Geology)	SCIENCE 2234	19	Afternoon Driving Route
Department of Occupational Science and Occupational Therapy	DIZNEY 103	26	Afternoon Driving Route
Department of Physics and Astronomy	SCIENCE 3140	11	Afternoon Driving Route
Department of University Procurement (Purchasing)	COMMONWEALTH 1411		Afternoon Driving Route
Division of Natural Areas	SCIENCE 3106	3	Afternoon Driving Route
Eastern Progress	COMBS 326	6	Afternoon Driving Route
Educational Leadership, Counselor Education, and Communication Disorders	COMBS 406	27	Afternoon Driving Route
EKU Book Store (Barnes & Noble)	KEEN JOHNSON #1	3	Afternoon Driving Route
EKU Campus Recreation	SRC 105	8	Afternoon Driving Route
EKU College of Education	COMBS 420	4	Afternoon Driving Route
EKU Department of Communication	COMBS 317	20	Afternoon Driving Route
EKU Parking and Transportation Services	COMMONWEALTH SUITE 2-A	6	Afternoon Driving Route
Exercise & Sport Science (Physical Education)	MOBERLY 231	17	Afternoon Driving Route
Facilities Services, Capital Construction and Capital Planning	GENTRY	18	Afternoon Driving Route
Football	MOBERLY 203	12	Afternoon Driving Route
Health Sciences Learning Resource Center	ROWLETT 310	2	Afternoon Driving Route

Health Services Administration	DIZNEY 117	7	Afternoon Driving Route
Information Technology	COMBS 209	21	Afternoon Driving Route
Instructional Design Center (E-Campus)	COMMONWEALTH 1811	5	Afternoon Driving Route
John Grant Crabbe Library & ELS	103 Libraries Complex Crabbe	6	Afternoon Driving Route
Mathematics and Statistics	WALLACE 313	30	Afternoon Driving Route
Medical Laboratory Science (Clinical Lab)	DIZNEY 220	14	Afternoon Driving Route
Office of E-Campus Learning	COMMONWEALTH 1711	20	Afternoon Driving Route
Office of University Card Services	Powell 08-E		Afternoon Driving Route
Special Education	Combs 215	33	Afternoon Driving Route
Student Health Services	ROWLETT 103	5	Afternoon Driving Route
Student Success (CPEP)	COMBS 423		Afternoon Driving Route
University Programs/QEP	Roark 103	7	Afternoon Driving Route
Anthropology, Sociology, & Social Work Programs	KEITH 223	31	Afternoon Walking Route
Department of Languages, Cultures and Humanities	MCCREARY 115	15	Afternoon Walking Route
Education Abroad	KEITH 129	4	Afternoon Walking Route
EKU Honors Program	UNIVERSITY BLDG. 137	5	Afternoon Walking Route
History, Philosophy, and Religious Studies	KEITH 323	22	Afternoon Walking Route
Southern Kentucky Migrant Education Program	MILLER 110	4	Afternoon Walking Route
Women & Gender Studies	MCCREARY 115	5	Afternoon Walking Route
BTC Library	BTC 269	2	Morning Driving Route
CENTER FOR THE ARTS	CFA	4	Morning Driving Route
College of Justice & Safety Academic and Advising Center	STRATTON 260	5	Morning Driving Route
College of Justice & Safety-Office of the Dean	STRATTON 354	16	Morning Driving Route
Communications & Brand Management	RICE HOUSE	2	Morning Driving Route
Conferencing & Events	PERKINS 202	30	Morning Driving Route
Criminal Justice Studies	FUNDERBURK 201	2	Morning Driving Route
Criminal Justice Supply	FUNDERBURK 201	4	Morning Driving Route
Economics/Insurance Studies/Accounting, Finance, & IS	BTC 108		Morning Driving Route
Educational Talent Search (ETS)	TELFORD HOUSE	6	Morning Driving Route
Facilitation Center	PERKINS 352	8	Morning Driving Route
Fire & Safety Engineering Technology (FSE)	ASHLAND	11	Morning Driving Route
Hummel Planetarium	Hummel Planetarium	3	Morning Driving Route
Justice & Safety Center	STRATTON 50	5	Morning Driving Route
Kentucky Educational Collaborative for State Agency Children	MARTIN HOUSE	2	Morning Driving Route
KY Center for School Safety (KCSS)	STRATTON 111	11	Morning Driving Route
Marketing & Communications	PERKINS 102		Morning Driving Route
MBA (Master of Business Administration)	BTC 257	6	Morning Driving Route
Office of Internal Audit	MILLION HOUSE	4	Morning Driving Route
Office of Military and Veteran Affairs	BURNAM HOUSE	7	Morning Driving Route
Office of Regional Stewardship	BTC 41	2	Morning Driving Route
PGM (PGA Golf Management)	BTC 84	2	Morning Driving Route

Police Department	701 Vickers Drive	6	Morning Driving Route
Police Studies	STRATTON 467	30	Morning Driving Route
Safety, Security & Emergency Management	STRATTON 250	20	Morning Driving Route
State Traffic School	STRATTON 230	2	Morning Driving Route
Telecommunications	PERKINS 345	5	Morning Driving Route
TRC Facilitation Center	STRATTON 307	12	Morning Driving Route
University Farms (Meadowbrook Farm)	A.B. Carter Building	2	Morning Driving Route
University Training Consortium (Training Resource Center)	STRATTON 133	12	Morning Driving Route
Upward Bound	PATTERSON HOUSE	3	Morning Driving Route
WEKU Radio	PERKINS 102	31	Morning Driving Route
Applied Engineering and Technology	WHALIN 307	20	Morning Walking Route
Art & Design	CAMPBELL 309	18	Morning Walking Route
EKU Aviation	WHALIN 307	4	Morning Walking Route
EKU Theatre	CAMPBELL 306	6	Morning Walking Route
Family & Consumer Sciences	BURRIER 102	17	Morning Walking Route
IT Geeks - Tech Commons Lab	ROARK 201	2	Morning Walking Route
Music Library	FOSTER LIBRARY	1	Morning Walking Route
Office of Multicultural Student Affairs (Cultural Center)	Whitlock CPO 72	2	Morning Walking Route
Office of Student Conduct and Community Standards	TURLEY 1	4	Morning Walking Route
Psychology	CAMMACK 127	22	Morning Walking Route
School of Music	FOSTER 101	27	Morning Walking Route
Student Government Association	Coates CPO 26A	2	Morning Walking Route
Student Life & Greek Life	Rowlett 115	4	Morning Walking Route
The NOVA Program (Student Support Services)	TURLEY II	5	Morning Walking Route
Center for Career and Co-op	WHITLOCK CPO 62	4	Morning Walking Route
Center for Student Accessibility	WHITLOCK CPO 66	6	Morning Walking Route
Center for Student Parents (Educations Pays)	WEAVER 202	2	Morning Walking Route
CSA-Deaf Student Services	MATTOX 321	5	Morning Walking Route
Department of English & Theatre	MATTOX 101	70	Morning Walking Route
Division of Student Success	WHITLOCK CPO 50	6	Morning Walking Route
EKU Athletics	ALUMNI COLISEUM 115	21	Morning Walking Route
EKU Counseling Center	WHITLOCK CPO 52	10	Morning Walking Route
EKU Office of Student Financial Assistance (Financial Aid)	WHITLOCK CPO 59	4	Morning Walking Route
EKU Scholarship Office	WHITLOCK CPO 56	2	Morning Walking Route
First year Experiences	WHITLOCK CPO 65	5	Morning Walking Route
Housing & Residence Life	WHITLOCK CPO 51	1	Morning Walking Route
Model Laboratory School	MODEL	50	Morning Walking Route
Office of Admissions	WHITLOCK CPO 54	5	Morning Walking Route
Office of International Student and Scholar Services	WHITLOCK CPO 69	5	Morning Walking Route
Office of the Registrar	WHITLOCK CPO 58	1	Morning Walking Route
Retention & Graduation	WHITLOCK CPO 63	12	Morning Walking Route
Student Accounting Services	WHITLOCK CPO 60	6	Morning Walking Route

Student Outreach and Transition Office (SOTO)	WHITLOCK CPO 72	10	Morning Walking Route
Student Success Institute	WHITLOCK CPO 64	5	Morning Walking Route
Kentucky State Police Digital Forensics Lab	Coates CPO 12A		Pick-up Box
Accounting & Financial Services	COATES CPO 3A	5	Pick-up Box
Arlington Country Club	COATES CPO 9	6	Pick-up Box
Capital Construction & Project Administration	Gentry Building	5	Pick-up Box
Division of Sponsored Prgrms Acc.& Financial Serv.	COATES CPO 38A	6	Pick-up Box
Division of Sponsored Programs	COATES CPO 20A	4	Pick-up Box
EKU Mail Services	COATES CPO 752	8	Pick-up Box
EKU Now! (Dual Credit)	COATES CPO 49	2	Pick-up Box
EKU Printing Services	COATES CPO 29A	10	Pick-up Box
EKU Regional Campuses (Regional Programming)	COATES CPO 2	1	Pick-up Box
Graduate Education & Research	Whitlock CPO 68	2	Pick-up Box
Human Resources	COATES CPO 24A	4	Pick-up Box
McNair Scholars	COATES CPO 11A	1	Pick-up Box
Office of Alumni Engagement (Blanton House)	Coates CPO 4A		Pick-up Box
Office of Development	COATES CPO 19A	19	Pick-up Box
Office of Equity and Inclusion	COATES CPO 37	4	Pick-up Box
Office of Government Relations	COATES CPO 41A	2	Pick-up Box
Office of Institutional Effectiveness	COATES CPO 10A	2	Pick-up Box
Office of Institutional Research	COATES CPO 36A	2	Pick-up Box
Office of Sustainability	COATES CPO 34	4	Pick-up Box
Office of the President (Michael Benson)	COATES CPO 1A	5	Pick-up Box
Office of the Provost	COATES CPO 30A	3	Pick-up Box
Teaching & Learning Center	Coates CPO 18A		Pick-up Box
University Accounting & Reporting-Brad Compton	Coates CPO 16A		Pick-up Box
University Counsel	COATES CPO 40	5	Pick-up Box
University Diversity Office	COATES CPO 48	3	Pick-up Box
Vice President's Office for Finance & Administration	COATES CPO 35	2	Pick-up Box

- Post Office Runs are as follows:

- 7:30 pick up mail at the post office
- 10:30 AM the post office brings mail
- 11:30 AM pick up mail at the post office
- 3:30 PM drop off mail to the post office

The morning mail run will begin at 9:00 a.m. and the afternoon run will begin at 1:00 p.m.

Retail Services

Retail Services are subject to the following expectations:

- Ricoh will assist Customer in setting prices for Retail Services.
- Ricoh will accept cash, checks, credit/debit card and campus card as methods of payment for retail services. Ricoh is responsible for providing necessary point-of-sale equipment and processing services in accordance with the Service Order. Customer will supply the credit card terminal, the bank account and the network connection.
- Ricoh is responsible for daily reconciliation of retail transactions.

- Ricoh and Customer will mutually agree on supplies inventory requirements for Retail Services (e.g. stamps, shipping boxes, tape, etc.).
- Ricoh will utilize a secure safe (provided by Customer) for Retail Services valuables (e.g. cash and stamps).

AMENDMENT TO SERVICE ORDER NO. 1

This Amendment to Service Order No. 1 is made and entered into as of this 28th day of January, 2020, by and between Eastern Kentucky University (Customer), and Ricoh USA, Inc. (Ricoh).

The Service Order No. 1, dated December 10, 2019, shall be amended as follows:

1. Section II, On-Site Services, Subsection 2, Fees, Subsection (b)(iii) shall be revised to state the following:

(iii) Delivery of mail: In connection with its performance of the Services to deliver mail to various Customer facilities, Ricoh will charge Customer for regular maintenance and repairs due to normal vehicle wear and tear incurred as a result of operating vehicles pursuant to the terms of this Agreement, at cost plus 10%. Any cost estimate over \$500.00 will require Customer's written approval. Maintenance or repairs required as result of operation of vehicles outside of the terms of this Agreement shall be the responsibility of Ricoh. Customer will provide Ricoh with a fleet gas card for any gas purchases made in performance of this Agreement. Fleet cards may not be used for gas purchases required due to operation of the vehicle outside of the terms of the terms of this Agreement.

2. Section II, On-Site Services, Subsection 5, Space, Utilities and Office Supplies, Subsection (b) shall be revised to state the following:

Customer shall provide: (i) the office supplies (such as paper clips, staples, staplers, tape, etc.); and (ii) the office equipment (such as desks, shelves, telephones, file cabinets, table and chairs) that Customer and Ricoh mutually agree is necessary for operation of the On-Site Services, as applicable. All customer provided equipment referenced in this paragraph shall remain the property of Customer. Customer agrees to provide a proper place for the use of the Covered Equipment, including electric service as specified by the manufacturer. Customer will maintain the Customer Locations free from any unsafe conditions and will make available to Ricoh Personnel and subcontractors any safety equipment or materials provided by Customer to Customer's own employees and subcontractors.

3. Subsection 8, Vehicles, of Subsection II, On-Site Services, shall be added and state as follows:

Vehicles

In consideration of a fifty thousand dollar (\$50,000) capital investment by Ricoh and services provided to University by Ricoh herein, University shall convey to Ricoh title to a 2010 Ford Transit VIN: NM0KS9BN5AT017132 and a 2013 Ford Transit Connect XLT VIN: NM0LS6BN6DT168858. The vehicles shall be the property of Ricoh. Any vehicles provided by Ricoh to render the Mail Services Program shall remain the property of Ricoh.

4. Subsection "Non-Leased Equipment", of Appendix 2 to Service Order Covered Equipment shall be revised to state the following:

Non-Leased Equipment: Non-Leased Equipment is equipment that is provided by Ricoh as part of the Services and is listed below. All Non-Leased Equipment shall remain the property of Ricoh or any assignee, as applicable, and Customer shall have no right, title or interest in or to the Non-Leased Equipment.

MAKE	MODEL	SERIAL NUMBER	SERVICE LEVEL
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Shiprite	POS		Gold
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- (2) Phone(s) & Pagers
- (1) High Density Mail System with Shelving
- (5) Personal Computers

5. Subsection "Customer-Provided Equipment", of Appendix 2 to Service Order Covered Equipment shall be revised to state the following:

Customer-Provided Equipment: Customer-Provided Equipment is equipment for which Ricoh provides Services that is owned or leased by Customer from a third-party and is listed below. All Customer-Provided Equipment shall remain the property of Customer (or the applicable third-party), and Ricoh shall have no right, title or interest in or to the Customer-Provided Equipment. Customer-Provided Equipment may also include any equipment for which Ricoh has agreed to pay a third-party on behalf of Customer during the term of this Agreement and pass through such expense to Customer.

MAKE	MODEL	SERIAL NUMBER	SERVICE LEVEL
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Neopost	IS5000ASH	MS1848221193	
Neopost	IS5000ASH	MS1848000828	
Neopost	IS56DWMPKG	MA1843002466	
Neopost	IS56Conveyor	MQ1837213262	

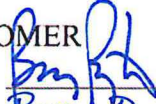
6. Subsection, "Scope of Work" of the Appendix 3 To Service Order Customer-Specific Service Offering shall be revised to state the following:

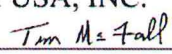
Scope of Work

In addition to providing mail services to the general public, Ricoh will provide the Services described more fully in the paragraph entitled "Service Areas" below and in this scope of work ("Scope of Work"). Each service area ("Service Area") will include quantitative baseline information derived from Ricoh's analysis of Customer's current operations. The quantitative information is summarized in the Ricoh Study Findings Review prepared for Customer or a similar resource document and will establish the operational benchmark for the staffing, equipment, and processes provided by Ricoh. Each Service Area will also include a description and outline of the Services that Ricoh will perform, including Ricoh's responsibilities. Associated Ricoh tasks are to be further detailed in the Ricoh Management Services Site Procedures Guide prepared for Customer. Customer responsibilities are also included below where such responsibilities are

necessary for Ricoh's performance of the Services. This Scope of Work also details the logistics of Customer's facility to establish the square footage, department, and Customer employee population served.

In all other respects, the Service Order No 1, dated December 10, 2019, shall remain in full force and effect. This Amendment shall become part of Service Order No. 1.

CUSTOMER
By: 
Name: Barry D. Poynter
Title: Senior Vice President
for Finance and Administration
Date: 1/29/2020

RICOH USA, INC.
By: 
Name: Tim McFall
Title: Vice President, Managing Director
Date: January 29, 2020

