

## ADDENDUM ONE

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~~ **retrieved by** 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. ~~(a) To the extent not prohibited by applicable law, you agree to indemnify us, defend us and hold us harmless from all claims arising out of the death or bodily injury of any person or the damage, loss or destruction of any tangible property caused by or to the Product, except to the extent caused by our gross negligence or willful misconduct. (b) You agree to maintain insurance to cover the Product for all types of loss, 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. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. 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. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. 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.~~

14. Renewal; Return of Product. YOU WILL NOTIFY US IN WRITING OF YOUR INTENT TO EITHER TERMINATE SUCH SCHEDULE OR TO EXTEND IT ON A MONTH-TO-MONTH BASIS, OR FOR TWLEVE (12) MONTHS, AND SUCH NOTICE SHALL BE GIVEN AT LEAST THIRTY (30) DAYS PRIOR, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS PRIOR, TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE. AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, 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, UNLESS YOUR NOTICE EXTENDED THE TERM FOR TWELVE (12) MONTHS. 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 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. We will cleanse and purge (if capable), at no additional cost to you, all data from hard drives in the Equipment prior to removing the Equipment from your location or from any hard drive prior to such hard drive being removed from your location ("Data Management Services"). In the event, you elect to retain possession of a hard drive, you agree to pay us the specified hard drive retention charge. 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.

Ricoh must add all of the supplemental or addendum with the following:

Add to Paragraph 14:

**We agree to remove the Product at the end of term of the Schedule at no cost to you.**

Add a new section:

**Delivery and Existing Equipment De-Installation.** We agree to deliver the Product and de-install and remove the existing equipment at the location of the installation of the Product. The existing equipment will be transferred as is/where is and delivered to the location specified by you at our sole risk and cost.

Add a new section:

**Insurance.** Prior to delivery of the Product and any maintenance of same, we shall provide insurance certificates and endorsements to you as follows. All insurance shall contain a statement on the part of the carrier or agent to notify you of any material change, cancellation, or termination at least thirty (30) days in advance and a waiver of subrogation.

1. **WORKERS COMPENSATION INSURANCE.** During the duration of this Lease Agreement, we and all our subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law.

2. **INSURANCE AMOUNTS.** We and all our subcontractors shall maintain the following insurance in the amount and type during any installation/de-installation of the Product or maintenance agreement duration:

(a) Commercial general liability in an amount not less than \$1,000,000.00 per occurrence (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to you and have a Best's Guide Rating of A-, Class VII or better, as approved by you.

(b) Automobile liability for all autos in an amount of \$1,000,000.00 combined single limit (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to you and have a Best's Guide Rating of A-, Class VII or better, as approved by you.

3. ENDORSEMENTS AND OTHER REQUIREMENTS.

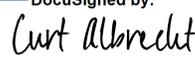
(a) An On-Going and Completed Operations Additional Insured Endorsement for the policy under section 2(a) shall designate you, your officers, officials, employees, and agents as additional insureds for liability arising out of work or operations performed by or on behalf of us. We shall provide you proof of insurance and endorsement forms that conform to your requirements, as approved by you.

(b) An Additional Insured Endorsement for the policy under section 2(b) shall designate you, your officers, officials, employees, and agents as additional insureds for automobiles, owned, leased, hired, or borrowed by us. We shall provide you proof of insurance and endorsement forms that conform to your requirements, as approved by you.

(c) For any claims related to this Agreement, our insurance coverage shall be primary insurance as respects to you, your officers, officials, employees, and agents. Any insurance or self-insurance maintained by you, you officers, officials, employees, and agents shall be excess of our insurance and shall not contribute with it.

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