

## U.S. Communities Software Financing Agreement

Number: 3655872

This U.S. COMMUNITIES SOFTWARE FINANCING AGREEMENT (this "Agreement") is between Ricoh USA, Inc. ("Ricoh"; together with its successors and assignees, "we," "us" or "our") and the customer identified below ("Customer," "you" or "your").

### CUSTOMER INFORMATION

HIDALGO COUNTY OF				DINA TREVINO			
Full Legal Name 2802 S. BUSINESS HWY 281				Billing Contact Name 2802 S. BUSINESS HWY 281			
Principal Place of Business Address EDINBURG HIDALGO TX 78539				Billing Address (if different from principal place of business) EDINBURG HIDALGO TX 78539			
City	County	State	Zip	City	County	State	Zip
Federal Tax ID No. 74-6000717 <i>(Do Not Insert Social Security No.)</i>		Billing Contact Telephone No. 956-318-2626		Billing Contact Facsimile No. 956-318-2629		Billing Contact E-Mail Address DINA.TREVINO@CO.HIDALGO.TX.US	
Jurisdiction of Organization STATE OF TEXAS				Form of Organization MUN			

### LICENSED SOFTWARE DESCRIPTION

Qty	Description of Licensed Software
79	PS-INSLASERFICHE - PS INSTALLATION LASERFICHE
3	MCQ14DD-PS1 - LASERFICHE AVANTE QUICK FIELDS AGENT 1 YR M&S INC1YR
18	MNF16DD-PS1 - LASERFICHE AVANTE NAMED FULL USERS VER 10 1 YR M&S INC1YR
3	MPDDD-PS1 - LASERFICHE AVANTE WEB DISTRIBUTION PORTAL 1 YR M&S INC1YR
3	MSE30DD-PS1 - LASERFICHE AVANTE SERVER FOR MS SQL WITH WORKFLOW 1 YR M&S INC1YR
3	MCQC3DD-PS1 - LASERFICHE AVANTE ZONE OCR AND VALIDATION PACKAGE 1 YR M&S INC1YR
3	MCA01DD-PS1 - LASERFICHE AVANTE IMPORT AGENT 1 YR M&S INC1YR
3	MCQ01DD-PS1 - LASERFICHE AVANTE QUICK FIELDS 1 YR M&S INC1YR
1	MSE310-PS1 - LASERFICHE AVANTE SERVER FOR MS SQL WITH WORKFLOW INC0YR
1	MCQC3-PS1 - LASERFICHE AVANTE ZONE OCR AND VALIDATION PACKAGE INC0YR

Qty	Description of Licensed Software
1	MCA01-PS1 - LASERFICHE AVANTE IMPORT AGENT INC0YR
1	MCQ01-PS1 - LASERFICHE AVANTE QUICK FIELDS INC0YR
1	MCQ14-PS1 - LASERFICHE AVANTE QUICK FIELDS AGENT INC0YR
6	MNF16-PS1 - LASERFICHE AVANTE NAMED FULL USERS VER 10 INC0YR
1	MPD-PS1 - LASERFICHE AVANTE WEB DISTRIBUTION PORTAL INC0YR

### SOFTWARE SUPPLIER (If not Ricoh USA, Inc.)

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### PRINCIPAL AMOUNT & PAYMENT SCHEDULE

<b>Principal Amount</b> <i>(Before Adjustment for Tax)</i> \$73,089.60	<b>Term</b> <i>(months)</i> 36	<b>Payment</b> <i>(Before Adjustment for Tax)</i> \$2,341.28	<b>Interest Rate</b> 9.50% <i>per annum</i>
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Addendum Attached:  Yes (Check if yes and indicate total number of pages:\_\_\_\_)

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

### TERMS AND CONDITIONS:

1. **Funding Authorization.** This Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2019, with the option to renew for no more than three (3) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Agreement entered into during the Contract Period shall continue in full force and effect for the entire term set forth in such Agreement. This Agreement shall consist of the terms and conditions of the Contract and this Agreement. As it pertains to this Agreement, the order of precedence of the component parts of the Agreement shall be as follows: (a) the terms and conditions of this Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Agreement in cases of conflict or inconsistency therein. You direct us or our Assignee to disburse to the software supplier who is either identified above or, if not identified above,

Ricoh USA, Inc. (the "Software Supplier"), the principal amount shown above, as such amount may be adjusted in accordance with this Agreement and as shown on the Software Supplier's invoice (such amount, the "Principal Amount") in payment for your acquisition and use of the licensed software described above and as further described on the Software Supplier's invoice, together with services, maintenance, installation and training charges incurred prior to the Acceptance Date (as defined below) in connection with such licensed software (collectively, the "Licensed Software") after the delivery and your acceptance of such Licensed Software. You agree to sign and return to us a certificate of acceptance (which, at our option, may be returned electronically) within five (5) business days after the installation of the Licensed Software confirming that the Licensed Software has been delivered, installed, and is in good condition and accepted for all purposes under the Agreement.

2. **Promise to Pay: Interest Rate.** Except as set forth in Section 16 below entitled "State and Local Government Provisions", you promise to pay to the order of us or our assignee, if applicable, the Principal Amount plus interest on the

unpaid balance in consecutive monthly payments in the amount set forth above (each such payment, as adjusted pursuant to this Section, a "Payment") over the term identified above (the "Term"). Payments will begin on or after the delivery and acceptance date of the Licensed Software (the date of such delivery and acceptance, the "Acceptance Date"). The remaining payments are due on the same date of each subsequent month. Unless and to the extent you are exempt and provide a valid exemption certificate to us, you authorize us to adjust the Principal Amount and the Payment amount by up to fifteen percent (15%) to reflect any sales, use or similar taxes charged on the Software Supplier's invoice for the Licensed Software. You shall pay the unpaid balance of the Principal Amount and all accrued interest and any other charges due hereunder on the expiration of the Term.

EXCEPT AS SET FORTH IN SECTION 16 BELOW ENTITLED "STATE AND LOCAL GOVERNMENT PROVISIONS", YOUR OBLIGATIONS TO REMIT PAYMENTS TO US UNDER THIS AGREEMENT SHALL BE ABSOLUTE, UNCONDITIONAL AND COMPLETELY INDEPENDENT OF ANY DEFECT IN OR DAMAGE TO THE LICENSED SOFTWARE, CUSTOMER'S LOSS OF POSSESSION OR USE OF THE LICENSED SOFTWARE, OR ANY FAILURE ON THE PART OF ANY PARTY TO PERFORM ANY SERVICES RELATED TO THE LICENSED SOFTWARE. PAYMENTS UNDER THIS AGREEMENT ARE NOT SUBJECT TO SET-OFFS, CLAIMS OR DEFENSES OF ANY NATURE WHATSOEVER, ALL OF WHICH YOU HEREBY WAIVE TO THE EXTENT PERMITTED BY APPLICABLE LAW. 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. Cash and cash equivalents are not acceptable forms of payment under this Agreement, and you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you.

3. Prepayment. You may not partially prepay the Principal Amount prior to the end of the Term without our written consent, which may be conditioned upon the payment of fees, the adjustment of the monthly Payment amount, and other terms and conditions. At any time, Customer may prepay all, but not less than all, of the Principal Amount, together with any and all accrued and unpaid interest thereon, any and all other amounts payable by Customer under this Agreement and, if such prepayment is made prior to the last twelve (12) months of the Term, a prepayment fee equal to the lesser of (i) one percent (1%) of the Principal Amount outstanding on the date of prepayment (without giving effect to any prior prepayments) multiplied by the number of full twelve-month periods remaining until the end of the Term and (ii) the maximum prepayment charge allowed by applicable law, or as otherwise mutually agreed to by the parties.
4. Late Payments. If any Payment or any other sum due under this Agreement is not received within ten (10) days after the applicable due date for such Payment or other amount, in addition to the amount of each such Payment or other amount, to the extent not prohibited by applicable law, you shall pay a late payment charge of five (5%) of such past due amount or \$5 (whichever is greater, but not to exceed the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you also agree to pay \$25 for each check returned for insufficient funds or any other reason.
5. Ownership; Security Interest. Unless we are the licensor of the Licensed Software, we have no ownership interest in the Licensed Software and shall not be shown as the owner of the Licensed Software on any tax reports or returns. To secure all of your obligations under this Agreement, you grant to us a security interest in your rights under and interests in each software license agreement relating to the Licensed Software, including any amendments thereto (each, a "License") and each maintenance, support or other service agreement relating to any License, together with all of your rights and interest in any general intangibles which any of the foregoing may represent, and all products and proceeds of such rights and interest (collectively, the "Collateral"). You irrevocably grant to us the power to prepare, sign on your behalf (if applicable), and file Uniform Commercial Code ("UCC") financing statements identifying the Collateral and any related amendments or continuations.
6. Representations, Warranties and Covenants. You hereby represent, warrant and covenant as follows: (i) you have the power and authority to enter into this Agreement and to grant the security interest described in this Agreement; (ii)

the Collateral is, and will remain, free and clear of all liens and encumbrances of every kind, except for the security interest granted in this Agreement and the rights of the software licensor in the Licensed Software; (iii) you will maintain each License in full force and effect and will do all acts deemed necessary by us to continue our perfected, first priority security interest in the Collateral; (iv) you shall remain solely responsible under any License for the observance and performance of all conditions and obligations of you under such License; (v) you shall pay promptly when due all taxes, fees, assessments and other charges levied or assessed on any of the Collateral or on the use of the Collateral or on this Agreement to the extent permitted by applicable law; (v) you will use the Licensed Software only in the lawful conduct of your business, and not for personal, household or family purposes; (vi) your address, legal name, and form and jurisdiction of organization are set forth above or referenced above, and you will not change your address, legal name or form or jurisdiction of organization without thirty (30) days prior written notice to us; and (vii) this Agreement has been duly executed and delivered by your authorized officer or agent and constitutes your legal and binding obligations, enforceable against you in accordance with its terms.

7. Default and Remedies. Each of the following is a "Default" under this Agreement: (i) you fail to make payment of any amount due under this Agreement within thirty (30) days after its due date; (ii) you default or fail to perform any of your obligations under this Agreement; (iii) any License is terminated for any reason; (iv) any representation or warranty contained under this Agreement proves to be false in any material respect; or (v) the appointment of a receiver for all or of any part of your property, the assignment for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency law by or against you. Upon the occurrence of a Default, we may (A) declare all of the Principal Amount immediately due and payable, without demand or notice to you, and such amount shall bear interest at the lower of one and one-half percent (1-1/2%) per month or the maximum rate allowed by applicable law; (B) terminate or cause to be terminated your rights under each License and withhold or cause to be withheld any maintenance, support or other service relating to each License; and (C) exercise any and all rights of a secured party under the UCC, and to the extent permitted by applicable law, we may charge you for expenses incurred in connection with the enforcement of such rights and remedies, including, without limitation, collection costs, attorneys' fees and court costs. You irrevocably grant to us the power to terminate or suspend any maintenance, support or other service relating to each License for and on your behalf. Our remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right. We shall not be required to first foreclose, proceed against or exhaust any Collateral before enforcing your obligations under this Agreement. To the extent permitted by applicable law, you hereby waive presentment, demand for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, and all other notices in connection herewith.
8. DISCLAIMER OF WARRANTIES. YOU ACKNOWLEDGE AND AGREE THAT: WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF YOU; YOU HAVE SELECTED THE LICENSED SOFTWARE, THE SOFTWARE SUPPLIER AND, IF APPLICABLE, THE SOFTWARE LICENSOR BASED UPON YOUR OWN JUDGMENT; YOU AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL STATEMENTS OR REPRESENTATIONS CONCERNING THE LICENSED SOFTWARE MADE TO YOU; THE LICENSED SOFTWARE IS OF A DESIGN, SIZE, FITNESS AND CAPACITY SELECTED BY YOU AND THAT THE SAME IS SUITABLE AND FIT FOR YOUR PURPOSES; WE DO NOT MAKE, HAVE NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT OR THE LICENSED SOFTWARE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO, AND MAKE YOUR OWN DETERMINATION OF THE PROPER ACCOUNTING TREATMENT OF, THIS AGREEMENT AND THE AGREEMENT. WE SHALL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY

FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO THE LICENSED SOFTWARE OR THIS AGREEMENT.

9. **Limitation on Charges.** Both parties intend to comply with all applicable laws. In no event will you be charged nor will we collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. 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 this Agreement or refunded to you.
10. **Notices.** All required notices will be considered to have been given if sent by registered or certified mail or overnight courier service to the other party (as the case may be) at its address stated herein, or at such other place as such addressee may have designated in writing. Notices shall be effective upon receipt, as reflected on the proof of delivery.
11. **Assignment, Successors and Assigns.** You shall not assign this Agreement or any of your obligations under this Agreement, without our prior written consent. We may sell or assign all or a portion of our interests in this Agreement 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. In the event the remit to address for Payments is changed during the term of this Agreement, then Ricoh or the Assignee will provide notice to you. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. This Agreement shall be binding upon you and your representatives, successors and assigns, and shall inure to the benefit of us, our successors and assigns. You acknowledge that the Assignee is not the owner, developer or designer of the Licensed Software.
12. **Indemnification.** To the extent permitted by applicable law, you are responsible for all losses, claims, liens, suits, damages, liabilities, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to this Agreement or the Licensed Software. You agree to indemnify and defend us against, and hold us harmless from, any and all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement. You shall pay to us all reasonable costs and expenses, including reasonable attorneys' and collection fees, incurred by us in enforcing the terms and conditions under, or in protecting our rights and interests in, this Agreement.
13. **GOVERNING LAW, JURY TRIAL WAIVER, SEVERABILITY, EFFECT OF AGREEMENT.** YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS AGREEMENT. ~~TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT.~~ If any provision of this Agreement is in conflict with any applicable statute, rule or regulation, then such provision shall be deemed null and void to the extent of such conflict, but without invalidating any other provision of this Agreement. This Agreement constitutes the full and complete agreement between you and us in connection with the Licensed Software. This Agreement cannot be modified except by mutual, signed written agreement between you and us. This Agreement shall continue in full force and effect for so long as any amount shall remain outstanding under this Agreement.
14. **Miscellaneous.** You authorize us to insert or correct missing information on this Agreement, limited to the following: (1) the agreement and/or applicable

contract number(s), (2) your proper legal name, jurisdiction and form of organization and (3) any information describing the Licensed Software to include the quantity thereof. If applicable and to the fullest extent permitted by applicable law, 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 Agreement. Each of our respective rights and indemnities will survive the termination of this Agreement.

15. **Electronic Transmission of Documents.** This Agreement may be executed in counterparts. The counterpart that 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 single true original agreement for all purposes. If you sign and transmit this Agreement to us by facsimile or by other electronic transmission, the facsimile or other electronic transmission of this Agreement, 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 this Agreement 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 this Agreement containing your manual signature.
16. **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, as indicated on the first page of this Agreement, the following additional terms and conditions shall apply:
- (a) **Essentiality.** During the term of this Agreement, the Licensed Software 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 Licensed Software is essential to performing such governmental or proprietary functions.
- (b) **Non-Appropriation.** (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under this Agreement in the next succeeding fiscal period, 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, and (B) this Agreement shall terminate, on the last day of the fiscal period for which funds were appropriated for the amounts due under this Agreement, without penalty or expense to you and you shall not be obligated to pay amounts due under this Agreement beyond such fiscal year, provided that you shall pay any and all amounts due up through the end of the last day of the fiscal year for which appropriations were made. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (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 Agreement for the entire term of this Agreement and to pay all amounts due under this Agreement and to do all things lawfully within your power to obtain and maintain funds from which such amounts may be paid. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this 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 this Agreement the amounts due under this Agreement 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 amounts under this Agreement coming due during such fiscal year.

CUSTOMER INITIALS

X \_\_\_\_\_

(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 Agreement; (C) this Agreement has been duly authorized, executed and delivered by you and constitute a valid, legal and binding agreement enforceable against you in accordance with its terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us)

confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) If applicable, 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 Agreement. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Agreement.

(e) Assignment. If applicable, 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, each party has caused its duly authorized officer to execute this Agreement, as of the date written below.

**CUSTOMER**

**RICOH USA, INC.**

By: **X** \_\_\_\_\_  
*Authorized Signer Signature*

By: \_\_\_\_\_  
*Authorized Signer Signature*

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_