

STATE AND LOCAL GOVERNMENT
Product Schedule
IMAGE MANAGEMENT PLUS



A RICOH COMPANY

Product Schedule Number: _____

State and Local Government Master Agreement Number: 1000350

This Image Management Plus Product Schedule ("Schedule") is made part of the State and Local Government Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and **Williamson, County of** as Customer ("you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Product Schedules to the Master Agreement.

CUSTOMER INFORMATION

Williamson, County of				Product Location			
Customer (Bill To)				400 W Main St Suite 216			
400 W Main St Suite 216				Address			
Round Rock		Williamson		TX		78664	
City	County	State	Zip	City	County	State	Zip
Customer Contact Name:				Customer Telephone Number:		Fax Number/E-mail Address:	
Tammy Smith				512-733-5380		tsmith@wilco.org	

PRODUCT DESCRIPTION ("Products")

Quantity	Equipment Description: Make, Model, & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
1	Ricoh MPC2550		

PAYMENT SCHEDULE

Minimum Term (mos): 48	Cost Per Image \$ _____	Cost of Additional Images \$.011-b/w .079-ctr	Guaranteed Minimum Monthly/Quarterly/Other Images 2500 b/w 0 color	Meter Reading/Billing For Additional Images <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other _____
Minimum Payment Without Tax \$ 176	Payment Due: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____		Advance Payment (with tax): \$ _____ <input type="checkbox"/> Apply to 1st Payment <input type="checkbox"/> Other _____	

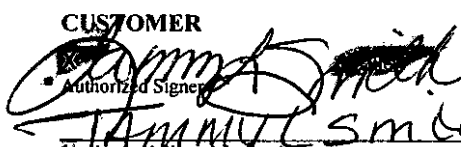
Sales Tax Exempt: ☒ YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. The delivery date is to be indicated by signing a separate acceptance form.
- You, the undersigned Customer, have applied to us to use the above-described items ("Products") for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to use the above Product(s) on all the terms hereof, including the Terms and Conditions on the Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.**
- Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Monthly/Quarterly/Other Images. If you use more than the Guaranteed Minimum Monthly/Quarterly/Other Images in any monthly/quarterly/other period, as applicable, you will additionally pay a charge equal to the number of additional metered images times the Cost of Additional Images. If we determine that you have used more than 20% over the manufacturer's recommended specifications for supplies, you agree to pay reasonable charges for those excess supplies. The meter reading frequency is the period of time (monthly, quarterly, semi-annually or annually) for which the number of images used will be reconciled. The meter reading frequency and corresponding additional charges, if any, may be different than the Minimum Payment frequency. You will provide us or our designee with the actual meter reading upon request. If such meter reading is not received within 7 days, we may estimate the number of images used. Adjustments for estimated charges for additional images will be made upon receipt of actual meter readings. Notwithstanding any adjustment, you will never pay less than the Minimum Payment.
- Additional Provisions (if any) are: _____

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

CUSTOMER


Authorized Signer

(Authorized Signer's printed name)
comm pct / office

IKON Office Solutions, Inc.

X
Authorized Signer

Title: _____ Date: _____

(Authorized Signer's printed name)



A RICOH COMPANY

7170 West 43rd Street, Suite 250
7170 W. 43RD ST.
Houston, TX 77092, United States

Tel#: 888-456-6457, ,
Fax#: 888-456-6457, ,

Ship To 132407

STX WILLIAMSON CNTY
400 W MAIN ST STE 216
ROUND ROCK, TX 78664-5809, United States



Shipment # / BOL Number 26896425

Ship date: 24-NOV-09
Customer Acct#: 2128465

Ship To 132407

GE CAPITAL INFORMATION TECHNOLOG
PO BOX 13487
MACON, GA 31208-3487, United States

Delivery Unit	Qty	Order #	Item #	Weight	Description
24204339	1	29863259 IOSC	MPC2550- C*3287232	352.7 LBs	CONFIG ASSY.MPC2550 Item Serial#: C14075077 Manufacturer Serial#: V2495800199 Comments: Contact: Tammy Smith Phone: (512) 733-5380 Fax: (999) 999-9999 Email: na@na.com Working Hours: Special Instr: Number of Stairs: Deliver to loading doc: No Elevator Available: No Stair Climbing Equip Needed: No; Packing Instructions: ASAP DELIVERY: Please deliver as soon as possible. *** HRS 8-12 SH EID :11920586 COLOR:10 BLACK&WHITE:15 TOTAL:25

Order Comments: Contact: Tammy Smith Phone: (512) 733-5380 Fax:
(999) 999-9999 Email: na@na.com Working Hours: Special Instr:
Number of Stairs: Deliver to loading doc: No Elevator Available: No Stair
Climbing Equip Needed: No

Freight Charge Terms: (freight charges are prepaid unless marked otherwise)
SPECIAL INSTRUCTIONS: Pre-Paid: ☐ Collect: ☐ 3RD PARTY: ☐

DELIVERY AND ACCEPTANCE CERTIFICATE

The Customer named below hereby certifies that each item of equipment or product described below has been delivered, installed and accepted, and Customer hereby agrees that each such item of equipment or product is in good condition and satisfactory for all purposes, including, in the case of any rental agreement or equipment/product schedule ("Agreement") for such equipment or product entered into between Customer and either IKON Financial Services or IKON Office Solutions, Inc., as applicable, for all purposes of the Agreement.

Authorized Signer

X

Dept.

Date

11/23/09

NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Shipper Signature

CARRIER SIGNATURE / PICKUP DATE

Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the U.S. DOT emergency response guidebook or equivalent documentation in the vehicle.

Property described above is received in good order, except as noted



Doc Type 016

MASTER AGREEMENTNumber: 2300
1000350**IOS CapitalSM****CUSTOMER:**Full Legal Name: WILLIAMSON COUNTYAddress: 710 MAIN ST. SUITE 303City: GEORGETOWN State: TX Zip: 78626 Contact: GINNY ATKINSON Phone: 512-943-1554

This Master Agreement has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Master Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us", "our" or "IOS Capital" in this Master Agreement, we mean IOS Capital, Inc., a wholly-owned subsidiary of IKON Office Solutions, Inc. ("IKON"), located at P.O. Box 9115, Macon, GA 31208-9115.

1. **Agreement.** We agree to rent to you, and you agree to rent from us, subject to the terms of this Master Agreement, the personal and intangible property described in any equipment schedule (a "Schedule") executed by you and us and incorporating the terms of this Master Agreement by reference (the "Agreement"). 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 and/or vendor of the tangible Product shall be referred to as the "Vendor." 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."

2. **Schedules: Delivery and Acceptance.** Each Schedule that incorporates this Master Agreement shall be governed by the terms and conditions of this Master Agreement, as well as the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Master Agreement and any other Schedule. The termination of this Master Agreement will not affect any Schedules 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 date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate within three business days after any Product is installed.

3. **Term: Payments.** The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due 30 days from invoice, receipt date, as stated in Texas Purchasing Law-Vernon's Texas Civil Statutes Article 1.10 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 paid within ten days of its due date, you will pay to us, in addition to that payment, a late charge of 5% of the overdue payment. You agree to pay \$25.00 for each check that the bank returns for insufficient funds or for any other reason. You also agree that THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS MASTER AGREEMENT. All payments to us are "net" and are not subject to set off or reduction. Refer to terms and conditions 1-18.

4. **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 and in compliance with applicable laws and in good condition, except for ordinary wear and tear. 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.

5. **Taxes and Fees.** In addition to the payments under this Master Agreement, you agree to pay all taxes, fees, and filing costs related to the use of the Product, even if billed after the end of the term of this Master Agreement or any Schedule. We will file property tax returns and bill you as soon as an invoice from the local jurisdiction is received. If we are required to pay property tax, you agree to reimburse us. If you are required to file and pay the taxes directly to the tax collector, we will notify you in advance in writing.

6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any warranties made by the Vendor or Supplier (as defined in Section 10 of this Master Agreement) with respect to the Product rented pursuant to such Schedule. We warrant that we will not interfere with your quiet enjoyment of the use of the Product so long as no event of default under this Master Agreement or any Schedule shall have occurred and be continuing. The parties to this Master Agreement each acknowledge that IOS Capital is a wholly owned subsidiary of IKON. YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR DESIGN THE PRODUCT. YOU ACKNOWLEDGE THAT WE DO NOT REPRESENT THE MANUFACTURER, VENDOR OR EQUIPMENT SUPPLIER AND THAT YOU HAVE SELECTED THE PRODUCT AND THE VENDOR BASED ON YOUR OWN JUDGMENT. However, notwithstanding anything to the contrary, if you enter into any maintenance agreement ("Maintenance Agreement") with IKON with respect to any Product, no provision, clause or paragraph of this Master Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that (i) you may have against IKON as a vendor of the Product or in connection with the Maintenance Agreement or (ii) you may have against IKON under Article 2A of the UCC. EXCEPT FOR OUR WARRANTY OF QUIET ENJOYMENT, 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, YOU RENT THE PRODUCT ("S") "AS-IS". The only warranties, express or implied, made to you are the warranties (if any) made by the Vendor to you in any documents executed by and between the Vendor 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 DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT.

7. **Loss or Damage.** You are responsible for any theft, 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 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 similar age and capacity from IKON.

8. **Indemnity, Liability and Insurance.** (a) The parties to this Master Agreement will indemnify, defend and hold each other harmless from all losses, damages, claims, suits and actions (including court costs and reasonable attorneys' fees) ("Claims") arising out of any breach of this Master Agreement except to the extent caused by the negligence or intentional acts or omissions of the other. (b) Because you have sole possession and control of the Product, you are fully responsible for any Claim, or other damage, injury or loss caused by (or to) the Product resulting from the use, misuse or possession of the Product or any accident or other casualty relating to the Product. We are responsible for damage or injury to third persons when the damage or injury is caused exclusively by our negligent acts or omissions. You agree to maintain insurance to cover the Product and will name us as an additional insured and loss payee on your insurance policy. Each insurance will provide that we will be given 30 days advance notice of any cancellation. If you fail to provide evidence of insurance reasonably satisfactory to us, you authorize us to obtain coverage on your behalf and you agree to pay for this coverage. In the event of loss or damage to the Product, you agree to remain responsible for the payment obligations under this Master 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 Master Agreement is a true rental. 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 Master Agreement and/or any Schedule as a financing statement and appoint us or our designee as your attorney-in-fact to execute and file, on your behalf, financing statements covering the Product.

10. Software or Intangibles. To the extent that the Product includes Software or other Intangibles, you understand and agree that we have no right, title or interest in the Software and will comply throughout the term of this Master Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Supplier") 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 Master Agreement and all Schedules: (a) you fail to pay any Payment or any other payment within 30 days of its due date, (i) representation or warranty made by you in this Master Agreement is false or incorrect and/or you do not perform any of your other obligations under this Master Agreement or any Schedule or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it, (c) you become insolvent, you dissolve or are dissolved or you assign your assets for the benefit of your creditors, or you file or have filed against you any bankruptcy or reorganization proceeding, or (d) any guarantor of this Master Agreement of any Schedule does not perform its obligations under the guaranty, becomes subject to one of the events listed in clause (c) above, or (if a guarantor is an individual) dies.

12. Remedies. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Master Agreement and/or any or all Schedules, 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) 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 renewal of such Schedule), each discounted at a rate equal to 6% per year, compounded monthly, plus (ii) all other amounts then due or that become due under this Master Agreement or Schedule; (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 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 or secured party under the Uniform Commercial Code ("UCC"), including without limit, Article 2A of the UCC, and at law or in equity; (f) immediately terminate your right to use the Software including the disabling site or by remote communication of any Software; (g) demand the immediate return and obtain possession of the Software and relicense the Software at a public or private sale; and/or cause the Supplier to terminate the Software License, support and other services under the Software License. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees. If we take possession of the Product, we agree to sell or otherwise dispose of it with or without notice, at a public or private sale, and to apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Product including reasonable attorneys' fees) to the amounts that you owe us. You agree that if notice of sale required by law to be given, 5 days notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied such net proceeds.

13. Assignment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS MASTER AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT. You agree that we may sell or assign any of our interests without notice to you. In that event, the assignee will have such rights as assign to them but none of our obligations (we will keep any such obligations) and the rights of the assignee will not be subject to any claims, defenses or set-offs that you may have against us.

14. Renewal; Return of Equipment. After the minimum term of any Schedule to this Master Agreement, such Schedule will renew on a month-to-month basis unless you notify us in writing at least 30 days prior to the expiration of the minimum term of such Schedule and return the Product to us as specified in this Section 14. At the end of or upon termination of each Schedule, you will immediately return the Product subject to such expired Schedule to us in as good condition as when you received it, except for ordinary wear and tear, to any place in the United States that we tell you. We will bear the shipping charges so long as replacement equipment is selected from IKON. Otherwise, you will bear all expenses of deinstall, crating and shipping the Product. You will insure the Product for its full replacement value during shipping. You will, upon request from us, obtain from the supplier or manufacturer other maintenance service supplier previously approved by us) a certificate stating that the Product qualifies for a maintenance contract and service at the standard rates and terms then in effect. 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 work order by us or our designee.

15. Miscellaneous. You agree that the terms and conditions contained in this Master Agreement and in each Schedule make up the entire agreement between us regarding the 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 Master 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 information in this Master Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Master Agreement by any representation or warranty not expressly set forth in this Master Agreement. Neither this Master Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Master 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 Master 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 by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on the front of this Master Agreement (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Master Agreement and each Schedule, more than one customer has signed this Master 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 inverse order of maturity, and any remaining excess will be refunded to you.

16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS MASTER AGREEMENT AND ANY SCHEDULES WILL BE GOVERNED UNDER THE APPLICABLE LAW FOR THE STATE IN WHICH OUR OR OUR ASSIGNEE'S PRINCIPAL CORPORATE OFFICES ARE LOCATED. YOU ALSO AGREE TO SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE IN WHICH OUR OR OUR ASSIGNEE'S PRINCIPAL CORPORATE OFFICES ARE LOCATED. THE PARTIES TO THIS MASTER AGREEMENT EACH WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT. By signing each Schedule, you agree that either (a) you have reviewed, approved, and received, a copy of the Vendor contract and/or the Supplier software license agreement, or (b) that we have informed you of the identity of the Vendor and Supplier, that you may have rights under the Vendor contract and Supplier license agreement, and that you may contact the Vendor or Supplier for a description of those rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST ANY VENDOR OR SUPPLIER).

17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to such Schedule, and (ii) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the Uniform Commercial Code. If you transmit a Schedule to us by facsimile, or by "e-commerce" transmission, if applicable, the facsimile copy or e-commerce transmission as received by us shall be binding against you as if it were manually signed. However, no facsimile, e-commerce transmission or other version of a Schedule shall be binding against us until manually signed by us. You agree that the facsimile or e-commerce version of a Schedule manually signed by us shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver the facsimile or e-commerce version of any counterpart of the Schedule with your original signature upon our request.

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of

13. 3FE ADDENDUMS: NON-PERFORMANCE AND NON-APPROPRIATION OF FUNDS. OCT 30, 2000

PRINTED NAME OF AUTHORIZED SIGNER:

X John C. Daaffer
Authorized Signer Signature Title: County Judge
WILLAMSON COUNTY

Date: 10-30-00

IOS CAPITAL, INC.

X [Signature]
Authorized Signer Signature Title: ACCT. MGR

Date: 10-30-00