

**STATE AND LOCAL GOVERNMENT
Product Schedule
With Purchase Option**



A RICOH COMPANY

Product Schedule Number: _____ Master Agreement Number: _____

This Product Schedule ("Schedule") is made part of the Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and West Lafayette, City 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

West Lafayette, City Of Customer (Bill To)				Product Location			
609 W Navajo Drive Address				Address			
West Lafayette	Tippecanoe	IN	47906	City	County	State	Zip
City	County	State	Zip	City	County	State	Zip
Customer Contact Name:			Customer Telephone Number:			Fax Number/E-mail Address:	

PRODUCT DESCRIPTION ("Products")

Quantity	Description: Make, Model & Serial Number	Quantity	Description: Make, Model & Serial Number
1	MP5000	1	

PAYMENT SCHEDULE

Minimum Term (mos.) 62	Minimum Payment Without Tax \$ see addendum	Finance Charge 6.74 % per annum *(see note below).	Payment Due: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other	Advance Payment (with tax) <input type="checkbox"/> Apply to 1 st Month's Pmt. <input type="checkbox"/> Other
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* Only applicable if this Schedule is intended to be an I.R.C. Section 103 interest tax-exempt transaction.
Sales Tax Exempt: Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
Addendum 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 rent the above-described items ("Products") for lawful commercial (non-consumer) purposes. Except with respect to the express non-appropriations rights set forth in the Agreement, **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to rent the above Product(s) from us, and we agree to rent such Product(s) to you, 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.**
- Purchase Option:
 - Purchase Option Price: \$1.00 Purchase Option (plus any applicable tax)
 - Notwithstanding anything to the contrary in the Master Agreement, if no default has occurred and is continuing under the Master Agreement or this Schedule, you will have the option at the end of the original, 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(s) covered by this Schedule. You must give us at least 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(s) or that you will return the related Product(s) to us. If you do not give us such written notice or if you do not purchase or deliver the related Product(s) in accordance with the terms and conditions of the Master Agreement and this Schedule, the original term of this Schedule, or any renewal term, will automatically renew for successive 1-month terms until you deliver the related Product(s) to us. The Monthly Payment under this Schedule during such a renewal term will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to any such renewal term. This purchase option shall not apply to any Software.
 - Upon receipt of payment of the Purchase Option price, we will transfer our interest in the related Product(s) to you "AS IS, WHERE IS" without any representation or warranty whatsoever and this Schedule will terminate.
- Additional Provisions (if any) are: _____

CUSTOMER

Accepted by: **IKON OFFICE SOLUTIONS, INC.**

Authorized Signer

Authorized Signer

(Authorized Signer's printed name)

(Authorized Signer's printed name)

1-888-ASK-IKON www.ikon.com



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IKON Office Solutions, Inc.
PO Box 834
Valley Forge, PA 19482-0834
70 Valley Stream Parkway
Malvern, PA 19355

Variable Payments Addendum

ADDENDUM ("Addendum"), dated as of the 13th day of August, 2009, to that certain Agreement No. _____ - _____ ("Agreement") between IKON Office Solutions, Inc. ("we" or "us") and West Lafayette, City of, as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. Notwithstanding anything to the contrary in the Agreement, Customer agrees that the scheduled monthly payments required under the Agreement will vary as indicated below:

<u>STEP</u>	<u>MONTH</u>	<u>PAYMENT</u>
1	1-2	\$0.00
2	3-62	\$561.90(quarterly)
3		
4		
5		
6		
7		
8		

2. All capitalized words used but not defined in this Addendum will have the meanings given to them in the Agreement. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER: West Lafayette, City of
Print Legal Company Name

IKON Office Solutions, Inc.

X

Authorized Signature Date

Authorized Signature Date

■ Print Authorized Signer Name Title

Print Authorized Signer Name Title



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Work Order - US

IKON Office Solutions, INC.
Professional Services

Base Eq Model #	Base Eq Serial #	Email Address of PS Rep	Date of Services:
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Customer must already be an IKON customer to use this form without being part of the SFP

Bill To Cust No.: _____ Pymt Method: _____ Ship To Customer No.: _____ PO No.: _____ PO Date: _____
 Bill To Customer: West Lafayette, City of Ship To Customer: Same
 Address: 609 West Navajo Street Address: _____
 City: West Lafayette State: IN Zip: 47906 City: _____ State: _____ Zip: _____
 Customer Contact: Judith Rhodes Title: Clerk - Treasurer Phone: 765.775.5150
 IKON Sales Rep: Russ Trudeau Phone: 765.490.5937
 MPS/FSM/SAM/SAC: _____ SC: _____ SC-C: _____ SA/SSA: _____

Description of Professional Services

Enhanced Lock Print EX 1 Pack		
- Install and Set Up		

Task	eIKON Code	OMD Code	Qty	Price	Ext. Price	Notes
1	002891MIU-PS1	BRZZ3V	1	\$120.00		
2						
3						
					Total Price:	\$120.00

This Work Order shall be effective as of the date of execution by both IKON and Customer. By signing below, the undersigned represent that they are duly authorized to enter into this Work Order on behalf of their respective entities.

CUSTOMER	IKON OFFICE SOLUTIONS, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

TERMS AND CONDITIONS

The performance by IKON of the Services described in this Work Order is subject to and shall be governed solely by the following terms and conditions:

Customer engages IKON to perform the services described in this Work Order (the "Services"). Changes to the scope of the Services shall be made only in a written change order signed by both parties. IKON shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. IKON shall provide the Services at the Customer location set forth herein or on a remote basis. In consideration of its Services hereunder, Customer shall pay IKON the Service fees in the amounts and at the rates set forth above. Customer shall pay all amounts payable to IKON hereunder within thirty (30) days of the date of the invoice submitted by IKON. If IKON undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including, without limitation, reasonable attorneys' fees and late charges. IKON may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the transactions contemplated hereby (other than with respect to the income of IKON). Customer shall provide IKON with such access to its facilities, networks and systems as may be reasonably necessary for IKON to perform its Services. Customer acknowledges that IKON's performance of the Services is dependent upon Customer's timely and effective performance of its responsibilities hereunder. Unless connectivity services are specifically identified in the Task and Description section of this Work Order as part of the Services to be performed by IKON, IKON shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

IKON shall perform its Services in a professional manner. IKON is not the manufacturer of any of the software, tools and/or products utilized in connection with this Work Order. IKON shall, however, make available to Customer any warranties made to IKON by the manufacturers of the software, tools and/or products utilized by IKON in connection with its Services hereunder, to the extent transferable and without recourse. EXCEPT AS EXPRESSLY SET FORTH HEREIN, IKON MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS WORK ORDER AND THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS WORK ORDER OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF IKON HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IKON'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO IKON HEREUNDER BY CUSTOMER. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS WORK ORDER. IKON 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.

Except for purposes of this Work Order, IKON shall not use or disclose any proprietary or confidential Customer data derived from its Services hereunder, provided, however, that IKON may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of IKON that is or was involved with or part of the Services. This Work Order represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Work Order may be amended only in writing executed by the authorized representatives of both parties. Any purchase order, service order or other Customer ordering document will not modify or affect this Work Order, nor have any other legal effect, and shall serve only the purpose of identifying the service ordered. This Work Order may not be transferred or assigned by Customer without the prior written consent of IKON. This Work Order shall be interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. IKON shall not be responsible for and shall be excused from performance or have reasonable additional periods of time to perform its obligations where it is delayed or prevented from performing any of its obligations for reasons beyond IKON's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. This Work Order is separately enforceable as a complete and independent binding agreement, independent of all other Work Orders, if any. By signing, the Customer acknowledges and accepts the terms and conditions of this Work Order, and confirms that the undersigned has the necessary power and authority to enter into this Work Order on behalf of Customer.





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Work Order - US
IKON Office Solutions, INC.
Professional Services

Base Eq Model #	Base Eq Serial #	Email Address of PS Rep	Date of Services:
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Customer must already be an IKON customer to use this form without being part of the SFP

Bill To Cust No.: _____ Pymt Method: _____ Ship To Customer No.: _____ PO No: _____ PO Date: _____
 Bill To Customer: **West Lafayette, City of** Ship To Customer: **Same**
 Address: **609 West Navajo Street** Address: _____
 City: **West Lafayette** State: **IN** Zip: **47906** City: _____ State: _____ Zip: _____
 Customer Contact: **Judith Rhodes** Title: **Clerk - Treasurer** Phone: **765.775.5150**
 IKON Sales Rep: **Russ Trudeau** Phone: **765.490.5937**
 MPS/FSM/SAM/SAC: _____ SC: _____ SC-C: _____ SA/SSA: _____

Description of Professional Services

Professional Services Provided - 1st Task	Professional Services Provided - 2nd Task	Professional Services Provided - 3rd Task
Connectivity - Seg 4 (41-69 PPM) o Design and perform solution implementation plan o Install and configure printer interface o Assist customer in connecting to their network o Install and setup print drivers/PPD's on up to two (2) workstations o Printer operator training for lead operator / administrator o End user training for print drivers/PPD's for up to two (2) persons	Installation - Ricoh Basic Scan (Scan to Folder/eMail) o Design and perform solution implementation plan o Installation and configuration for 5 users o Administrator training o Key Operator training o End User training	Installation - Misc Post Sale Work o Miscellaneous Post Sale Work default at \$185/hr

Task	eIKON Code	OMD Code	Qty	Price	Ext. Price	Notes:
1	PS-CONN4	WPWY40		\$212.00		
2	PS-INSRICBASSCAN	WPSR40		\$330.00		
3	PS-MISCWORK	WPS170		\$260.00		
					Total Price:	\$802.00

This Work Order shall be effective as of the date of execution by both IKON and Customer. By signing below, the undersigned represent that they are duly authorized to enter into this Work Order on behalf of their respective entities.

CUSTOMER	IKON OFFICE SOLUTIONS, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

TERMS AND CONDITIONS

The performance by IKON of the Services described in this Work Order is subject to and shall be governed solely by the following terms and conditions:

Customer engages IKON to perform the services described in this Work Order (the "Services"). Changes to the scope of the Services shall be made only in a written change order signed by both parties. IKON shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. IKON shall provide the Services at the Customer location set forth herein or on a remote basis. In consideration of its Services hereunder, Customer shall pay IKON the Service fees in the amounts and at the rates set forth above. Customer shall pay all amounts payable to IKON hereunder within thirty (30) days of the date of the invoice submitted by IKON. If IKON undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including, without limitation, reasonable attorneys' fees and late charges. IKON may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the transactions contemplated hereby (other than with respect to the income of IKON). Customer shall provide IKON with such access to its facilities, networks and systems as may be reasonably necessary for IKON to perform its Services. Customer acknowledges that IKON's performance of the Services is dependent upon Customer's timely and effective performance of its responsibilities hereunder. Unless connectivity services are specifically identified in the Task and Description section of this Work Order as part of the Services to be performed by IKON, IKON shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

IKON shall perform its Services in a professional manner. IKON is not the manufacturer of any of the software, tools and/or products utilized in connection with this Work Order. IKON shall, however, make available to Customer any warranties made to IKON by the manufacturers of the software, tools and/or products utilized by IKON in connection with its Services hereunder, to the extent transferable and without recourse. EXCEPT AS EXPRESSLY SET FORTH HEREIN, IKON MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS WORK ORDER AND THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS WORK ORDER OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF IKON HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IKON'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO IKON HEREUNDER BY CUSTOMER. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS WORK ORDER. IKON 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.

Except for purposes of this Work Order, IKON shall not use or disclose any proprietary or confidential Customer data derived from its Services hereunder; provided, however, that IKON may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of IKON that is or was involved with or part of the Services. This Work Order represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Work Order may be amended only in writing executed by the authorized representatives of both parties. Any purchase order, service order or other Customer ordering document will not modify or affect this Work Order, nor have any other legal effect, and shall serve only the purpose of identifying the service ordered. This Work Order may not be transferred or assigned by Customer without the prior written consent of IKON. This Work Order shall be interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. IKON shall not be responsible for and shall be excused from performance or have reasonable additional periods of time to perform its obligations where it is delayed or prevented from performing any of its obligations for reasons beyond IKON's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. This Work Order is separately enforceable as a complete and independent binding agreement, independent of all other Work Orders, if any. By signing, the Customer acknowledges and accepts the terms and conditions of this Work Order, and confirms that the undersigned has the necessary power and authority to enter into this Work Order on behalf of Customer.





Equipment Removal Authorization

Equipment Owned by Customer

CUSTOMER INFORMATION			
Customer Name	West Lafayette, city of	Date Prepared	
Contact Name	Judith Rhodes	Phone	765.775.5150
E-mail Address	clerk @westlafayette.in.gov	Fax	765.775.5159

Check if Additional Product Description page(s) attached

TERMS AND CONDITIONS

This Authorization will confirm that you desire to engage IKON Office Solutions, Inc. ("IKON") to pick-up and remove certain items of equipment that are owned by you, and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to us from time to time. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by IKON. By signing below, you confirm that, with respect to every removal request issued by you (1) IKON may rely on the request, (2) the request shall be governed by this Authorization, (3) you have good, valid and marketable title to such equipment and have satisfied all payment and other obligations relating to such equipment which may be owing to any third party under applicable lease, financing, sale or other agreements, (4) you have obtained any and all necessary consents and approvals required to authorize IKON to remove such items of equipment and to take title thereto, and (5) by this Authorization, you hereby transfer good and valuable title and ownership to IKON to the equipment, free and clear of any and all liens and encumbrances of any nature whatsoever and you will cause to be done, executed and delivered all such further instruments of conveyance as may be reasonably requested for the vesting of good title in IKON. IKON does not assume any obligation, payment or otherwise, under any lease, financing, sale or other agreements relating to any equipment. Such agreements shall remain your sole responsibility. As a material condition to the performance by IKON, you hereby release IKON from, and shall indemnify, defend and hold IKON harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of your representations or obligations in this Authorization or of any obligation owing by you to any third party in respect of all equipment identified in the removal requests issued by you.

EQUIPMENT INFORMATION					
Make, Model, Serial Number	Panasonic DP4510		Contact	Judith Rhodes	
Pick-up Address	609 West Navaio Street		Phone	765.775.5150	
City	West Lafayette	State	IN	Zip Code	47906
Make, Model, Serial Number			Contact		
Pick-up Address			Phone		
City		State		Zip Code	
Make, Model, Serial Number			Contact		
Pick-up Address			Phone		
City		State		Zip Code	
Make, Model, Serial Number			Contact		
Pick-up Address			Phone		
City		State		Zip Code	

CUSTOMER	
Authorized Signature	
Signature Printed Name	
Title	
Date	

IKON OFFICE SOLUTIONS, INC.	
Authorized Signature	
Signature Printed Name	
Title	
Date	

State and Local Government Master Agreement



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CUSTOMER:

Number: _____

Full Legal Name: West Lafayette, City of

Address: 609 W NAVAJO DR

City: WEST LAFAYETTE

State: IN

Zip: 47906-1912

Contact: JUDITH RHODES

Phone: (765) 775-5150

Facsimile Number: _____

E-mail Address: CLERK@WESTLAFAYETTE.IN.GOV

This Master Agreement ("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", or "our" in this Master Agreement, we mean IKON Office Solutions, Inc. Our corporate office is located at 70 Valley Stream Parkway, Malvern, PA 19355.

- 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. Each Schedule shall be separately enforceable as a complete and independent agreement, independent of all other Schedules to this Master 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."
- 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. 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 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 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. 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 paid within ten days of the 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 that, except as expressly stated in Section 19 below, 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.
- 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 may elect to separately engage us 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 Master Agreement, to the extent you are not exempt under applicable law, you agree to pay all applicable 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 Schedules. If we are required to file and 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.
- Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Vendor or Software Supplier (as defined in Section 10 of this Master Agreement) with respect to the Product rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR DESIGN THE PRODUCT. YOU ACKNOWLEDGE THAT WE DO NOT REPRESENT THE MANUFACTURER, AND 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 us 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 you may have against us 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, YOU RENT THE PRODUCTS "AS-IS". 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.
- 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 capability from us.

- Claims, Liability and Insurance.** (a) To the extent permitted by applicable law, the parties to this Master Agreement will defend and hold each other harmless from all claims arising out of the death or bodily injury of any agent, employee or business invitee of the indemnified party or the damage, loss or destruction of any tangible property of the indemnified party to the extent caused by the negligence or intentional acts or omissions of the indemnifying party. (b) Because you have sole possession and control of the Product, you are responsible for any 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 to the extent the damage or injury is caused by our negligent acts or omissions. You agree to maintain insurance to cover the Product for all types of loss, including, without limit, 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. Such insurance will provide that we will be given thirty (30) days' advance notice of any cancellation. You agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you are self-insured with respect to the Product(s), you shall maintain during the term of each Schedule to this Master Agreement a self-insurance program reasonably satisfactory to us and shall provide to us evidence of such program. 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.
- 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 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.
- 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 you 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 ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.
- 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, (b) any 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 and/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, or (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.
- 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) all past due Payments and all other amounts then due and payable under this Master Agreement or any Schedule; and (ii) all unpaid Payments for the remainder of the term of each Schedule plus our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), such unpaid Payments and anticipated value to be discounted to present value at a rate equal to 6% per year to the date of default. 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 limit, Article 2A of the UCC, and at law or in equity; (f) immediately terminate your right to use the Software including the disabling (on-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; (h) cause the Software Supplier to terminate the Software License, support and

other services under the Software License, and/or (i) at our option, to 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, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limit, 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 agree to 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, including reasonable attorneys' fees) to the amounts that you owe us. You agree that if notice of sale is 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 any 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 (which consent shall not be unreasonably withheld). 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 we 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. If you have entered into a maintenance, service or supply agreement with us, such agreement will remain in full force and effect with us and will not be affected by any such assignment. You agree to acknowledge any such assignment in writing if so requested and 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.
14. **Renewal/ Return of Product.** After the minimum term of any Schedule to this Master Agreement, such Schedule will renew on a month-to-month basis unless either party notifies the other in writing at least 30 days prior to the expiration of the minimum term of such Schedule. 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. We will bear the shipping charges so long as replacement equipment is selected from IKON. Otherwise, you will bear all expenses of deinstalling, crating and shipping the Product. You 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 our designee or us.
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 "configure to order" number ("CTO"), other equipment identification numbers (including, without limit, serial numbers), agreement/schedule identification numbers and/or dates 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 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 Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this 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 Master Agreement and each Schedule. If 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 the 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 COMMONWEALTH OF PENNSYLVANIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS MASTER AGREEMENT. THE PARTIES TO THIS MASTER AGREEMENT EACH WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT. 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 THE MANUFACTURER, ANY VENDOR OF THE PRODUCT).

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 sign and transmit a Schedule to us by facsimile, the facsimile copy, upon execution by us, shall be binding upon the parties. You agree that the facsimile of a Schedule manually signed by us, when attached to the facsimile copy signed by you, 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. **Essentiality.** During the term of this Master Agreement and any Schedules, the Product(s) 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(s) is essential to performing such governmental or proprietary functions.
19. **Non-Appropriation/Non-Substitution.** (a) If all of the following shall occur: (i) your governing body fails to appropriate sufficient monies in any fiscal year for rentals or other payments due under any Schedule to this Master Agreement 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(s) covered by any such Schedule, (ii) other funds are not available for such payments, and (iii) 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. (b) If a Non-Appropriation occurs, then: (i) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least 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, (ii) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Master Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product(s) covered by such Schedule to this Master Agreement, at your sole expense, in accordance with the terms hereof; and (iii) any Schedule to this Master 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 (A) 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 (B) 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(s) as required herein. (c) 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.
20. **Funding Intent.** You represent and warrant to us that you presently intend to continue this Master Agreement and any Schedules hereto for the entire term of such Schedules and to pay all rentals relating to such Schedules 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 Schedules 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 Master 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 Master 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.
21. **Authority and Authorization.** (a) You represent and warrant to us that: (i) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (ii) you have the power and authority to enter into this Master Agreement and all Schedules to this Master Agreement; (iii) this Master Agreement and all Schedules to this Master 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 (iv) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Master Agreement or any Schedules to this Master Agreement. (b) 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), substantially in the form attached hereto as Exhibit A, confirming the foregoing and other related matters. (c) 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 Master Agreement and all Schedules thereto. (d) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Master Agreement.

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

<p>CUSTOMER</p> <p>By: _____ Authorized Signer Signature</p> <p>Name & Title: _____</p> <p>Date: _____</p> <p>Facsimile Number: _____</p>	<p>IKON OFFICE SOLUTIONS, INC.</p> <p>By: _____ Authorized Signer Signature</p> <p>Name & Title: _____</p> <p>Date: _____</p> <p>Facsimile Number: _____</p>
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SALES ORDER / SERVICE ORDER

Master Sale Agreement Date
 Master Maintenance Agreement Date
 Master Maintenance and Sale Agreement Date

CUSTOMER INFORMATION

Legal Name	West Lafayette, city of	Contact	Judith Rhodes
Bill To Address	609 West Navajo Drive	Install Address	609 West Navajo Drive
City	West Lafayette	State	IN
Zip	47906	City	West Lafayette
		State	IN
		Zip	47906

This is an Order made pursuant and subject to the terms and conditions of the above referenced Master Agreement(s) between Customer and IKON Office Solutions, Inc. The signature below indicates that the Customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms and conditions set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by an Authorized Manager of IKON Office Solutions, Inc.

PRODUCT DESCRIPTION	
Make / Model / Serial Number	Service Level
MP5000	Gold

Check all that apply
<input type="checkbox"/> Additional Product Description page(s) attached
<input checked="" type="checkbox"/> Professional Services fees included
<input type="checkbox"/> Fixed Service Charge
<input checked="" type="checkbox"/> Sales Tax Exempt (*Must attach valid Exemption Certificate)

EQUIPMENT CHARGES
Total Product Purchase Price
<i>Excludes Tax</i>

SERVICE CHARGES <i>for Gold, Silver and Bronze</i>			
Total Service Charges <i>Per Billing Frequency</i>	Minimum Term	Guaranteed Minimum Volume <i>Per Billing Frequency</i>	Cost of Additional Images
\$720.00	60	B&W 120,000	B&W .006 annual
Billing Frequency	annual	Color	Color

Additional Provisions	
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CUSTOMER	
Authorized Signature	
Signature Printed Name	
Title	
Date	

IKON OFFICE SOLUTIONS, INC.	
Authorized Signature	
Signature Printed Name	
Title	
Date	



MASTER MAINTENANCE AND SALE AGREEMENT

CUSTOMER INFORMATION			
Legal Name	West Lafayette, City of		
Bill To Address	609 West Navajo Drive		
City	West Lafayette	State	IN Zip Code 47906

This Agreement sets forth the specific terms and conditions under which IKON agrees to sell the specific products identified on a Sales Order (defined below) entered into hereunder ("Products") and/or provide maintenance services for the specific items of equipment identified on a Service Order (defined below) entered into hereunder ("Services") to Customer from time to time. Either party may terminate the "master" arrangement contemplated by this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Sales Order or Service Order placed and accepted prior to such termination.

The following terms shall apply to all Service transactions:

1. **Services.** (a) In order to obtain Services from IKON hereunder, Customer will either (i) execute a Service Order (in a form to be provided and executed by IKON) referencing this Agreement, or (ii) issue a valid and signed purchase order to IKON (each referred to in this Agreement as a "Service Order"). Each Service Order must identify the specific equipment to be serviced, the term of the Service engagement, the location at which Services shall be performed and the applicable Service charges for such order. IKON will not be responsible to provide services for equipment, for terms or locations not identified on the Service Order accepted by IKON.
 (b) As part of its Services, IKON will repair or replace in accordance with the terms and conditions of this Agreement any part of the serviced equipment that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of IKON.
 (c) The Services provided by IKON under a Service Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications); (ii) repairs made necessary by service performed by persons other than IKON representatives; (iii) service calls or work which the Customer requests to be performed outside of regular IKON business hours (unless covered under an extended hour service contract) and Service calls or work which the Customer requests to be performed on IKON holidays; (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the serviced equipment; (v) consumable supplies such as paper or staples, unless expressly provided for in the Service Order; (vi) repairs and/or service calls resulting from attachments not purchased from IKON; (vii) any software, system support or related connectivity unless specified in writing by IKON; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the serviced equipment, including problems resulting from overloaded or improper circuits; and (x) installation or de-installation and/or movement of the serviced equipment from one location to another unless specified in writing by IKON. Damage to serviced equipment or parts arising from causes beyond the control of IKON are not covered by this Agreement or any Service Order. IKON may terminate its Service obligations under this Agreement and/or any Service Order with respect to any item of serviced equipment that has been modified, damaged, altered or serviced by personnel other than those employed by IKON. Additionally, service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in Service being rendered on a time-and-material basis in addition to the Service Charges.
2. **Service Calls.** Service calls will be made during normal business hours at the installation address shown on the applicable Service Order. Service does not include coverage on IKON holidays. Travel and labor-time for the service calls after normal hours, on weekends and on holidays, if and when available and only in the event and to the extent that IKON agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. IKON representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer shall hold IKON and its employees and representatives harmless from and against damages to any unauthorized parts, components or accessories as well as any claims arising therefrom.
3. **Reconditioning.** Reconditioning and similar major overhauls may be covered by applicable manufacturer warranties, but are not covered by this Agreement or any Service Order. If IKON determines that such actions may be necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the serviced equipment in working condition, IKON will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under the applicable Service Order).
4. **Term.** Each Service Order shall become effective on the effective date of the Service Order and shall continue for the term identified in the Service Order. At the expiration of the initial term or any extended term of any Service Order, it will automatically, subject to applicable law and without further action required by either party, renew for an additional twelve (12) month period, provided that the Customer is not then in default and subject to applicable law. The contracted rate will be adjusted to IKON's then-prevailing rates, to be reflected in an automatic increase as of the renewal date, and Customer expressly consents to such adjustment without additional notice.



5. **Service Charges.** (a) Service charges ("Service Charges"), will be set forth on the Service Order and will be payable by the Customer in advance. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent IKON has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the serviced equipment from the location indicated on the applicable Service Order may result in an increase of Service Charges or the termination of the applicable Service Order; and (iii) the Toner Inclusive Program (if applicable) is based on manufacturer supply consumption rates. Delivery of supplies will not exceed agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies. Customer agrees to pay when due, all taxes, where applicable, related to this Agreement and/or any Service Order, excluding taxes on the income of IKON. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailing expense (meter rentals) and/or administrative and processing fees and, to the extent IKON pays such costs, Customer shall immediately reimburse IKON.

(b) Service Charges are based on standard 8.5x11 images. IKON reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of the contract. Unless otherwise expressly agreed to in writing, if the term of any Service Order exceeds 12 months, the Periodic Service Charges and the Cost of Additional Images may be increased by IKON up to 10% annually for each year beyond the initial 12-month period, and Customer expressly consents to such adjustment without additional notice.

6. **Default.** If Customer does not pay all Service Charges or other charges owing under this Agreement or any Service Order promptly when due, IKON may (i) refuse to further service the serviced equipment until such default is fully cured, or (ii) furnish Service on a C.O.D. "Per Call" basis at IKON's then-prevailing rates, at the time of Service. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of any Service Order or any renewal thereof. If Customer defaults in its obligations hereunder, IKON may, in addition to any other remedies available at law or equity, require Customer to immediately pay to IKON all past due payments under all Service Orders, and the early termination fee described in Section 10 below.

7. **Use Of Recommended Supplies; Meter Readings.** (a) If the Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the serviced equipment or cause abnormally frequent service calls or service problems, then IKON may, at its option, assess a surcharge or terminate the applicable Service Order with respect to such items of serviced equipment. If so terminated, Customer will be offered service on a "Per Call" basis at IKON's then-prevailing rates. It is not a condition of this Agreement that the Customer use only IKON-provided supplies.

(b) If IKON determines that Customer has used more than the manufacturer's recommended specifications for supplies provided by IKON, Customer will pay reasonable charges for those excess supplies and/or IKON may refuse additional supply shipments. Customer agrees to provide IKON true and accurate meter readings monthly and in any reasonable manner requested by IKON, whether via telephone, email or otherwise. If accurate meter readings are not provided on a timely basis, IKON reserves the right to estimate the meter readings from previous meter readings and Customer agrees to pay Service Charges based on such estimated meter reads. Appropriate adjustments will be made to subsequent billing cycles following receipt of actual and accurate meter readings. As part of its Services, Customer acknowledges and agrees that IKON may place automatic meter reading units on imaging devices at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. IKON agrees that such units will be used by IKON solely for such limited purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.

8. **Basic Connectivity Services.** If any software, system support or related connectivity services are specifically set forth on a Service Order and accepted by IKON, IKON shall provide any such services at the Customer location set forth in the Services Order, as applicable, or on a remote basis. Customer shall provide IKON with such access to its facilities, networks and systems as may be reasonably necessary for IKON to perform such services. Customer acknowledges that IKON's performance of any such services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Service Order, as applicable. Unless connectivity services are specifically identified in the Service Order as part of the services to be performed by IKON, IKON shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

9. **Customer Obligations.** Customer agrees to provide a proper place for the use of the serviced equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by IKON representatives in connection with the Service of the serviced equipment hereunder within a reasonable distance of the serviced equipment. Customer agrees to provide "360 degree" service access to the serviced equipment. Customer will provide a key operator for the serviced equipment and will make operators available for instruction in use and care of the serviced equipment. Unless otherwise agreed upon by IKON in writing or designated in the applicable Service Order, all supplies for use with the serviced equipment will be provided by the Customer and will be available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive service programs.

10. **Early Termination.** Customer may terminate any Service Order under this Agreement prior to its maturity so long as Customer is not then in default and provides IKON at least thirty (30) days prior written notice. For each Service Order having an initial term of at least 36 months, Customer shall pay to IKON, as liquidated damages and not as a penalty, the following early termination fee: (i) if the termination occurs in months 1 through 12 of the term of such Service Order, an amount equal to 12 times the base monthly Service Charge payable under such Service Order; (ii) if the termination occurs in months 13 through 24, an amount equal to 9 times the base monthly Service Charge; and (iii) if the termination occurs anytime after the 24th month, an amount equal to the lesser of 6 times the base monthly Service Charge or the number of months remaining under the then current term of such Service Order. For each Service Order having an initial term of less than 36 months, Customer shall pay to IKON, as liquidated damages and not as a penalty, an early termination fee equal to the lesser of 6 times the base monthly Service Charge or the number of months remaining under the initial term of such Service Order.

11. **Insurance.** At all times during the term of this Agreement, each party agrees to obtain and maintain in effect the following insurance coverages: (a) Each party shall maintain Workers' Compensation Insurance for all such party's employees, including coverage under the applicable State and Federal Laws where the work will be performed. Each party shall also require that all of its subcontractors maintain similar Workers' Compensation coverage. (b) Each party shall maintain Employer's Liability Insurance, typically coverage B of the Workers' Compensation policy, with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease. Each party shall also require that all of its subcontractors maintain similar Employer's Liability coverage. (c) Each party shall maintain General Liability Insurance that includes the other party as an additional insured. Limits shall be a minimum of: \$1,000,000 per occurrence for bodily injury and property damage and (ii) \$2,000,000 annual aggregate. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusions for cross liability between insureds. Each party shall also require that all of its subcontractors maintain similar general liability insurance.

The following terms shall apply to all Product sale transactions:

12. **Order, Delivery and Acceptance.** In order to purchase Products from IKON hereunder, Customer will either (i) execute a Sales Order (in a form to be provided and executed by IKON) referencing this Agreement, or (ii) issue a valid and signed purchase order to IKON (each referred to in this Agreement as a "Sales Order"). Each Sales Order must identify the Products, the Product delivery location and the applicable Product delivery charges for such order. IKON will not be obligated to sell or deliver Products for which such information is not provided in a Sales Order accepted by IKON. Unless otherwise agreed upon by both parties in writing, (a) delivery of Products to common carrier or, in the case of an arranged delivery by a local IKON installation vehicle, actual delivery by such vehicle to Customer shipping point, shall constitute delivery to Customer, and (b) Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by this Agreement when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Orders shall not be cancelable by the Customer following acceptance by IKON. IKON reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by IKON. IKON reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

13. **Returns; Damaged Products.** No Products may be returned without IKON's prior written consent. Only consumable goods invoiced within sixty days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to 30% of the purchase price. Merchandise returned without written authorization may not be accepted at the receiving dock and is the sole responsibility of the Customer. All non-saleable merchandise (that has been opened or partially used) will be deducted from any credit due to the Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing, delivered to IKON within five days after receipt of Products.

The following terms shall apply to the IKON PlusPak Program:

14. **IKON PlusPak Program.** For eligible equipment (as determined by IKON from time to time), Customer may elect to obtain Services by participating in the IKON PlusPak Program. To participate, Customer must purchase an IKON PlusPak for the desired item of equipment by executing either a Sales Order or a Service Order indicating a PlusPak purchase and the specific item of eligible equipment for which coverage is desired. Participation in the PlusPak Program shall commence following payment for the PlusPak and entitles Customer to receive (a) one (1) toner cartridge for the item of equipment covered by the PlusPak, and (b) Services for such item of equipment until PlusPak coverage terminates. Participation in the PlusPak program is voluntary and Customer may terminate PlusPak coverage at any time upon thirty (30) days prior written notice to IKON. PlusPak coverage shall terminate automatically upon the first to occur of (x) consumption of the PlusPak toner cartridge, (y) purchase by Customer of a non-PlusPak toner cartridge, or (z) three (3) years from the date of PlusPak purchase. By participating in the PlusPak Program, Customer acknowledges and agrees that IKON shall have no obligation to provide Service or refund PlusPak payments following termination of PlusPak coverage for any reason. In order to obtain Service following termination of coverage, Customer may purchase additional PlusPaks, or purchase Services on a time-and-materials basis at IKON's then-prevailing rates and in accordance with the terms and conditions of this Agreement. PlusPak purchase prices are non-refundable and are due and payable following delivery of PlusPak consumables. All of the terms and conditions of this Agreement shall apply to PlusPak transactions, excluding those set forth in Sections 4, 5b, 7b and 10b. In the event of a conflict between the terms and conditions of this Section and those set forth in any other Section of this Agreement, the terms and conditions of this Section shall control.

The following terms shall apply to all transactions:

15. **Warranty.** IKON agrees to perform its Services in a professional manner, consistent with applicable industry standards. IKON is not the manufacturer of any of the Products. However, in connection with any Product sale, IKON shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IKON DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. IKON SHALL NOT BE RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. IKON'S TOTAL AGGREGATE LIABILITY TO CUSTOMER, IF ANY, UNDER ANY SALES ORDER OR SERVICE ORDER, SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID TO IKON THEREUNDER. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. IKON 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. Customer must comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Products, such as periodic software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the supplier of the Software ("Software Supplier"). IKON has no right, title or interest in any Software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier.

16. **Ricoh Desktop Printer Warranty.** Any Services under this Agreement for Ricoh Desktop Printers (which may, in some circumstances, be identified by the designation "[DS]" on the Service Order) are provided exclusively under the terms of the One (1) Year Manufacturer's Warranty provided with such Ricoh Desktop Printers and are subject to the terms and conditions set forth therein.

17. **Payment; Risk of Loss; Taxes.** Payment terms are net ten (10) days. If invoices are unpaid and overdue, Customer agrees to pay IKON a late charge of 1.5% per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay IKON all costs and expenses of collection, or in the enforcement of IKON's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. All remedies hereunder or at law are cumulative; provided, however, that the sole remedy of Customer for any Services not performed in accordance with the Service standards set forth in this Agreement shall be the prompt and proper re-performance of such services at no additional charge. Unless otherwise agreed upon by both parties in writing, Customer assumes all risk of theft, loss or damage, no matter how occasioned, to all Products covered by this Agreement following delivery by IKON to common carrier or, in the case of an arranged delivery by a local IKON installation vehicle, delivery by such vehicle to Customer shipping point. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of IKON.

18. **Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder without the prior written consent of IKON. Any such attempted assignment or delegation shall be void. IKON shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond IKON's control, including without limitation strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of IKON's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations or other causes beyond IKON's control.

19. **Governing Law; Entire Agreement.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. This Agreement constitutes the entire agreement between the parties and may not be amended except in writing signed by an officer or authorized representative of IKON. All Sales Orders and Service Orders shall be governed solely by the terms and conditions of this Agreement, notwithstanding the inclusion of any additional or different terms and conditions in any order document of any kind issued by Customer at any time. PURCHASE ORDERS ISSUED BY CUSTOMER FOR PRODUCTS AND/OR SERVICES FROM IKON, EVEN IF THEY DO NOT EXPRESSLY REFERENCE OR INCORPORATE THIS AGREEMENT, SHALL BE SUBJECT TO THIS AGREEMENT AND SERVE ONLY TO IDENTIFY THE PRODUCTS AND/OR SERVICES ORDERED AND SHALL NOT BE DEEMED TO ALTER OR OTHERWISE MODIFY THE TERMS AND CONDITIONS OF THIS AGREEMENT. The delay or failure of either party to enforce at any time any of the provisions of this Agreement 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. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. IKON may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. This Agreement and any Sales Orders or Service Orders may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this agreement should be sent to: IKON Office Solutions, Inc., 3920 Arkwright Road Macon, GA 31210. Attention: IKON Quality Assurance Department

CUSTOMER	
Authorized Signature	
Signature Printed Name	
Title	
Date	

IKON OFFICE SOLUTIONS, INC.	
Authorized Signature	
Signature Printed Name	
Title	
Date	