



A RICOH COMPANY

APPENDIX D-5 TO DIR CONTRACT NO. DIR-SDD-1674

SOFTWARE SALE AGREEMENT

THIS SOFTWARE SALE AGREEMENT (the "Agreement") is made and shall be effective as of the _____ day of _____, 201_, by and between IKON Office Solutions, Inc. ("IKON"), and the following customer ("Customer"):

Customer: _____
 Contact/Title: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 Email: _____

This Agreement sets forth the specific terms and conditions under which IKON agrees to sell certain third party software (the "Software" or "Products") to Customer from time to time. Either party may terminate the arrangement contemplated by this Agreement at any time in accordance with Section 10B of Appendix A of DIR Contract No. DIR-SDD-1674.

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. Such purchase order will identify the Products, the Product delivery location and the applicable Product charges for such order. IKON may accept or reject any order in the exercise of its discretion and may rely upon the orders submitted by Customer as binding commitments. Accepted orders will be confirmed by IKON and IKON will provide Product pricing at rates set forth in Appendix C of DIR Contract No. DIR-SDD-1674.

This Agreement consists of the applicable portions of DIR Contract No. DIR-SDD-1674, this cover page and the following Terms and Conditions attached hereto as Exhibit A. All Sales Orders shall be governed solely by the applicable terms and conditions of DIR Contract No. DIR-SDD-1674, this Agreement and Exhibit A, 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 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 ordered and shall not be deemed to alter or otherwise modify the Terms and Conditions attached hereto in any manner whatsoever. Customer has read, understands and agrees to the terms of this Agreement and acknowledges that the undersigned is duly authorized to sign this Agreement on behalf of Customer. The parties acknowledge that this Agreement and any Sales Order may be executed by electronic means through the affixation of a digital signature, or through such similar electronic means, and any such electronic signature by either party constitutes a signature, acceptance and agreement as if such had been actually signed in writing by the applicable party.

By signing below, Customer acknowledges receipt of the terms and conditions of this Agreement (consisting of applicable portions of DIR Contract No. DIR-SDD-1674, and these 2 pages following this cover page).

CUSTOMER

IKON OFFICE SOLUTIONS, INC.

By: _____
 Name:
 Title:
 Date:

By: _____
 Name:
 Title:
 Date:

Sales Tax Exempt (* Must attach valid Exemption Certificate)

**EXHIBIT A TO SOFTWARE SALE AGREEMENT
TERMS AND CONDITIONS**

1. Delivery and Acceptance. 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 team, shall constitute delivery to Customer, and (b) Customer shall be responsible for all installation expenses. Products shall be deemed accepted when shipped to the Customer's site. IKON reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and payment shall be made in accordance with the Texas Prompt Pay Act, Texas Government Code Chapter 2251, as referenced in Section 7C of Appendix A of DIR Contract No. DIR-SDD-1674. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by IKON.

2. Damaged Products. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing, delivered to IKON within three days after receipt of Products by Customer.

3. Returns. No Products may be returned without IKON's prior written consent. Merchandise returned without written authorization may not be accepted at the receiving dock, and is the sole responsibility of Customer.

4. Title; Payment; Risk of Loss. Payment shall be made in accordance with the Texas Prompt Pay Act, Texas Government Code Chapter 2251, as referenced in Section 7C of Appendix A of DIR Contract No. DIR-SDD-1674. 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 team, arrival of such IKON representatives at the Customer location.

5. Reserved.

6. Taxes. As per Section 4F of DIR Contract No. DIR-SDD-1674 and per Section 151.309, Texas Code, Government Customers under this Agreement are exempt from the assessment of State sales, use and excise taxes. Further, Government Customers under this Agreement are exempt from federal excise taxes, 26 United States Code Sections 4253(i) and (j).

7. Warranty. IKON is not the manufacturer of any of the Products and is furnishing the Products to Customer "AS-IS." However, IKON shall transfer to Customer any Product warranties made by the applicable third party Product manufacturer, to the extent transferable and without recourse. IKON has no right, title or interest in any of the Products. IKON warrants that it will perform any services provided hereunder in a workmanlike manner in accordance with the applicable Statement of Work or other mutually executed document covering IKON's provision of services (referred to hereafter collectively as the "Statement of Work"). Customer must notify IKON in writing of any breach of services warranty within thirty (30) days of the provision of the applicable services. In the event of such breach Customer's sole and exclusive remedy shall be, at the option of IKON; (i) the re-performance of the services at no cost; or (ii) the refund of the fees paid by Customer for the applicable services. 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, FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NONINFRINGEMENT. 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 PRODUCTS OR THE LOSS OF USE OF THE PRODUCTS.

8. Installation. To the extent Customer orders the installation of any of the Products provided hereunder, the parties shall mutually agree on a Statement of Work that will explicitly set forth the project deliverables to be provided by IKON, and the Customer requirements, necessary for successful implementation of any of the Products provided hereunder (the "Product Implementation"). The Statement of Work will set forth the definitive understandings regarding any applicable Product Implementation to be provided by IKON, including but not be limited to: interfacing with Customer systems and software; Customer and other third party software requirements; workflow descriptions; project plans; and other specific project understandings reached by and between the parties. Services provided in addition to those set forth in the Statement of Work, including but not limited to any additional interfacing or training services, will be charged at IKON's then current times and materials rates as set forth in Appendix C of DIR Contract No. DIR-SDD-1674. Customer may be billed monthly for any travel and living expenses incurred by IKON representatives in providing Product Implementation Services. Travel reimbursement shall be made in accordance with the State of Texas Travel Regulations issued by the Texas Comptroller of Public Accounts, as provided in Section 4G of DIR Contract No. DIR-SDD-1674.

9. Maintenance and Support. IKON will provide maintenance and support services for the Products ("Maintenance and Support Services") as ordered in any mutually executed Statement of Work. Unless otherwise specified in the Statement of Work, Maintenance and Support Services are purchased in blocks of time and invoiced for as ordered. IKON may bill for any services, as allowed in the scope of DIR Contract No. DIR-SDD-1674, provided in addition to the Maintenance and Support Services as specified in the Statement of Work at rates set forth in Appendix C of DIR Contract No. DIR-SDD-1674.

10. License. Customer is solely responsible for entering into the terms of the end user license provided by the applicable third party software manufacturer (the "EULA") to the extent such is required by any third party Software manufacturer and must comply with any and all applicable EULA terms. Customer acknowledges that the Software including without limitation all ideas, procedures, processes, systems, methods of operation, concepts, principles, discoveries, and inventions included within such Software or related manuals, is the exclusive property of the third party Software manufacturer or its licensors. Customer shall not prepare a derivative work or a compilation from such Software, or modify, combine, or copy the Software in any manner, including without limitation decompiling or disassembling the Software or disclose the Software to any third party, in whole or part, in any form or in any manner, unless expressly permitted in writing by IKON or the third party Software manufacturer. Customer shall limit access to the Software to its authorized employees within the entity executing this Agreement. Customer is not authorized to share the license set forth hereunder with any third party entities, or affiliated entities, without the express written permission of IKON, as set forth through an attachment or amendment to this Agreement. Customer shall advise authorized employees of the terms of this EULA and shall take all necessary steps to ensure compliance with the EULA terms by such employees. Customer shall be fully liable to the extent that the terms of this EULA are breached by any employees or agents, including any breach of this EULA by any third parties or affiliates without authorized access to this license pursuant to the terms of this Agreement. Customer is solely responsible for any and all claims, actions, losses, damages (including reasonable legal fees), obligations, liabilities and liens arising out of Customer's breach of the license

terms and/or any third party EULA, excluding, however, any of the foregoing resulting solely and directly from the acts of IKON.

11. Customer Acknowledgements. Customer acknowledges that the Products will be used for internal business purposes only. Customer has sole responsibility for proper use of the Products, including all internal procedures necessary for the intended use of the Products. IKON will provide Customer with current user documentation ("Documentation") for the Products. Customer will prepare and maintain the installation site in accordance with the Statement of Work, Product documentation, or as recommended by IKON representatives. Customer will ensure that its personnel are educated in the proper use and operation of the Products and that the Products are used in accordance with applicable user instructions. IKON is not obligated to provide any additional services, including but not limited to training, implementation and interfacing services, to Customer unless IKON acknowledges such in a document mutually executed by and between the parties.

12. Confidentiality. To the extent authorized by the Texas Public Information Act, IKON recognizes that it must perform any services provided hereunder in a manner that protects any confidential information of Customer or its clients (such information hereafter referred to collectively as "Customer Confidential Information") that may be disclosed to IKON hereunder from improper use or disclosure. IKON agrees to treat Customer Confidential Information on a confidential basis. To the extent authorized by the Texas Public Information Act, IKON further agrees that it will not disclose any Customer Confidential Information without Customer's prior written consent to any third party except to authorized representatives of Customer or to employees or subcontractors of IKON who have a need to access such Customer Confidential Information to perform any services contemplated hereunder. Customer Confidential Information shall not include (i) information which at the time of disclosure is in the public domain, (ii) information which, after disclosure becomes part of the public domain by publication or otherwise through no fault of IKON, (iii) information which can be established to have been independently developed and so documented by IKON or obtained by IKON from any person not in breach of any confidential obligations to Customer, or (iv) information that is required to be disclosed pursuant to the Texas Public Information Act. The terms of this Agreement shall not be considered to be Customer Confidential Information. If desired, Customer may engage IKON to perform services related to the removal, deletion, preservation, maintenance or other safeguarding of information, images or content retained by, in, or on any item of equipment serviced by Ricoh, through a digital storage device, hard drive or similar electronic medium at its then-current rates pursuant to a written addendum for such purpose.

13. Termination. Termination shall be in accordance with Section 10B of Appendix A, DIR Contract No. DIR-SDD-1674.

14. Assignment. Consistent with Section 4D of Appendix A of DIR Contract No. DIR-SDD-1674, Customer or IKON may assign this Agreement without prior written approval to: i) a successor-in-interest or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Any other assignment by a party shall require the written consent of the other party. Each party agrees to cooperate to amend this Agreement as necessary to maintain an accurate record of the contracting parties.

15. Force Majeure. Consistent with Section 10C of Appendix A of DIR Contract No. DIR-SDD-1674, Customer or IKON may be excused from performance under this SOW for any period when performance is prevented as the result of reasons beyond such party's reasonable control, including but not limited to, of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's

control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

16. Governing Law & Jurisdiction. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas. The parties hereto also agree to submit to the exclusive jurisdiction of the state courts of Travis County, Texas to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

17. Entire Agreement. The applicable portions of DIR Contract No. DIR-SDD-1674, this Agreement and the Sales Orders constitute the entire agreement between the parties and may not be modified or terminated except in writing signed by an officer or authorized representative of IKON. The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the Customer in respect of IKON including, but not limited to, any purchase order submitted by Customer. 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 may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Unless otherwise specified in this Agreement, in the event of a conflict between this Agreement and the DIR Contract No. DIR-SDD-1674, the DIR Contract will control.