Amendment Number 6  

to  
Contract Number DIR-TSO-3041  
between  
State of Texas, acting by and through the Department of Information Resources  
and  
RICOH USA, INC.

This Amendment Number 6 to Contract Number DIR-TSO-3041 (“Contract”) is between the Department of Information Resources (“DIR”) and Ricoh USA, Inc. (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2. Term of Contract** is hereby amended as follows:

   DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through June 25, 2019 or until terminated pursuant to the termination clauses contained in the Contract, completing all three (3) additional one-year options. **No additional extension options remain.**

2. **Appendix A. Standard Terms and Conditions For Product and Related Services Contracts**, is hereby restated in its entirety and replaced with the attached Appendix A. Standard Terms and Conditions For Product and Related Services Contracts dated 09/29/2017 except where previous authorized exceptions to Appendix A were allowed and documented as part of the Contract. In such cases, the previously authorized exceptions shall be applied to the portions of the new Appendix A which are comparable to those in the earlier Appendix A for which they were written, and this without regard for the numbering or lettering associated with any of the documents. Applied in such manner, the exceptions shall remain in full force and effect until such time the contract expires or is terminated.

3. **Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts**, previously authorized exceptions are hereby amended as follows:

   A. **Contract, Section 7, License, Service and Lease Agreements, D. Master Lease Agreement:**

   DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix D and Equipment Schedule to Master Lease Agreement in Appendix J of this Contract for DIR authorized entities as Lessees that are not Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own legal counsel to make this determination.
B. Appendix A, Section 5, Intellectual Property:

This Contract does not contemplate, authorize or support acquisition of custom software products or services. If Vendor and Customer seek to contract for such product or service, they must use a separate contract or seek amendment with DIR of this Contract. If DIR and Vendor decide to authorize customized software or hardware products; then the intellectual property language will be negotiated and applied.

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 6, then Amendment Number 5, then Amendment Number 4, Amendment Number 3, Amendment Number 2, Amendment Number 1 and then the Contract.

(Remainder of page intentionally left blank)
IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than June 25, 2018.

RICOH USA, INC.

Authorized By: __Signature on File________

Name: __Steve Bissey______________________

Title: __Director, State & Local Government________

Date: __6/19/2018_______________________

The State of Texas, acting by and through the Department of Information Resources

Authorized By: __Signature on File________

Name: __Hershel Becker____________________

Title: __Chief Procurement Officer____________

Date: __6/21/2018_______________________

Office of
General Counsel: ___DB 6/20/2018_______