

SMART CHANGE STARTS HERE.

Canon Solutions America One Canon Park Melville, NY 11747 Village of Oak Park
Tuesday, January 31, 2023, 5:00 PM
Prepared by Lynn Sebold
Account Executive, Major

P: 847.706.3123

E: lsebold@csa.canon.com

Canon Solutions America, Inc.

Canon's Response to RFP for MFDs and Maintenance





Canon Solutions America, Inc.

One Canon Park Melville, NY 11747

Phone: 800.815.4000 www.csa.canon.com

January 30, 2023

Finance Department Village of Oak Park 123 Madison Street Oak Park, IL 60302

Subject: Response to RFP for Lease of MFDs and Maintenance

Dear Finance Department;

On behalf of Canon Solutions America, Inc., thank you for allowing us to respond to your Request for Proposal for Lease of MFDs and Maintenance. You will find our company, products, and services to be of considerable value to your organization. Furthermore, we wish to express our commitment to provide Village of Oak Park with the highest level of customer satisfaction.

Regarding contractual terms and conditions, we propose the use of our standard contractual terms and conditions as the governing contract between us, and which are available for your review in this document (please refer to General Terms, Rider A, Rider G). Notwithstanding the foregoing, upon selection, we will negotiate in good faith a mutually beneficial and acceptable definitive agreement consistent with our proposal and our terms and conditions and taking into consideration of your requirements.

I am pleased to designate Lynn Sebold, Account Executive, Major as the main contact for Village of Oak Park. They can be contacted by phone at 847.706.3123 and by email at lsebold@csa.canon.com.

This response includes our response packet, pricing, and required attachments for your review. We look forward to participating in the next steps of this project and welcome additional inquiries about our proposal.

Sincerely,

Steven Giuliano

Senior Vice President, Finance, Accounting, Budget, and General Affairs

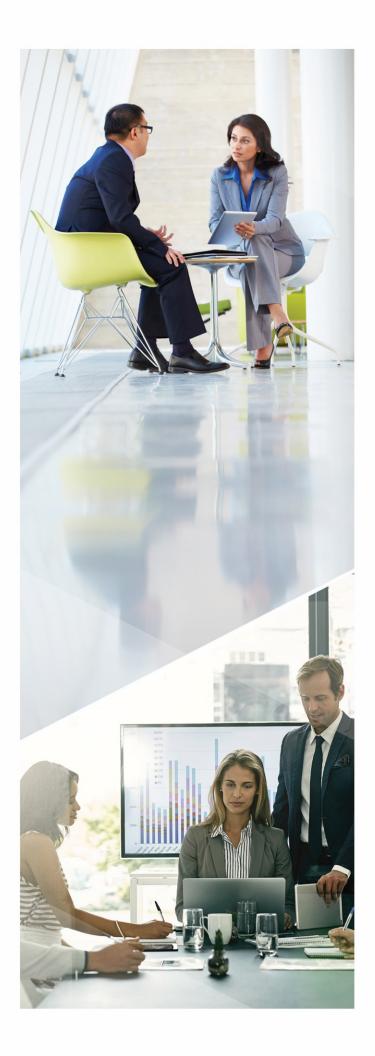


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Village of Oak Park

Canon's Response to RFP for MFDs and Maintenance

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Executive Summary



EXECUTIVE SUMMARY

Thank you for the opportunity to respond to the Village of Oak Park's RFP for the Lease of Copiers/MFDs and Maintenance. As a wholly owned subsidiary of Canon U.S.A., Inc., a privately owned subsidiary of Canon Inc., Canon Solutions America provides integrated systems technology that comprises one of the strongest solutions portfolios in the document management industry. Canon takes considerable pride in matching our innovative technology and services with the unique needs of our clients. We offer the combination of a local team with years of professional experience, paired with the vast technology and service resources of one of the world's most admired companies.

The goal of Canon Solutions America is to keep customers productive on what makes them successful – their core operations. We have learned that the best results can be achieved by looking beyond traditional device replacements into a comprehensive analysis of how information, including documents, move throughout the customer enterprise. To implement a truly successful solution, it is important for us to gain a deep understanding of the goals and initiatives of your organization and align ourselves with those goals. Having an in-depth insight into your environment, requirements, and end-user behavior allows us to align our Canon solutions to help The Village of Oak Park enhance your operational environment, expand your technology, and improve your efficiency. We will work to understand the plan and design and develop our solution around your goals and objectives while maintaining the flexibility to adapt our solutions as your needs change.

Based on the current device details shared with us in the RFP document, we have proposed our best recommendation based on your specific requirements. The newer Canon fleet will provide newer technology that is energy efficient, provides enhanced security features, and will enhance the enduser experience. This will result in direct and indirect cost savings and reduce the burden on IT staff.

Our primary proposal is a like-for -like replacement recommendation. We also felt it was important to provide you with an alternative, right-sized proposal based on the usage detail shared with us. Based on your estimated monthly usage of 42,421 B/W and 13,089 Color images, we feel that providing slightly slower and less expensive models would be a better option. Any of our proposed devices can independently and comfortably handle a monthly volume of 25-30K images each month. The alternative proposal will allow the Village to standardize on just two (2) models. All the models in this alternative proposal operate at speeds of 30+ pages per minute per your requirement.

As a national organization, we use a proven methodology when it comes to the implementation plan for the deployment of new devices and software. Our team will work with The Village of Oak Park's key stakeholders to identify a process with detailed steps. This process helps manage change, minimize downtime and reduce the burden on the customer, especially IT. We realize that changing vendors may seem overwhelming, but this ensures a controlled, well-managed implementation.

Canon Solutions America stands ready and able to fulfill your needs as outlined in your RFP. We appreciate this opportunity to illustrate how The Village of Oak Park can benefit from the project we have proposed in this response. Thank you again for your consideration. We look forward to hearing from you.

Sincerely,
Lynn A. Sebold, Major Account Executive
Canon Solutions America, Inc.
100 Park Boulevard Itasca,IL
www.csa.canon.com
lsebold@csa.canon.com
T 847.706.3123 C 224.339.3161







Canon Solutions America, Inc. is a wholly owned subsidiary of Canon U.S.A., Inc., a wholly owned subsidiary of Canon Inc., operating within the United States. We provide industry leading enterprise, production, and large format printing solutions supported by exceptional professional and managed service offerings. Canon Solutions America, Inc. helps companies of all sizes improve sustainability, increase efficiency, and control costs through high volume, continuous feed, digital and traditional printing, and document management solutions. Additionally, our Five Pillar Security strategy can contribute to our clients' security posture with a comprehensive and in-depth approach to security.

MORE THAN FIFTY YEARS IN DOCUMENT MANAGEMENT

Canon Solutions America, Inc. was incorporated in 1971 in New York. With 50 years in the document management industry, our team of highly skilled professionals services and supports our customers nationwide. With over 100 sales and service locations in most major metropolitan areas throughout the U.S., and a network of Canon-authorized service companies to ensure nationwide coverage, we continue to grow, providing sales, service, and support of Canon's document management

technology.

Our customers enjoy consistent, best-inclass support across the U.S. Our product and software application experts are directly accessible to assist our customers with the continual task of streamlining workflow processes through innovative technology. We help our customers protect their workplace by expanding cybersecurity awareness for employees through our computerbased phishing simulation training solution. Furthermore, our cybersecurity partner professionals offer



National Service and Support – With more than 100 direct sales and service locations, our comprehensive support structure is part of a larger network to meet your needs

consultation services for helping to improve security frameworks, privacy regulation compliance, incident response, and virtual Chief Information Security Officer (CISO) subscription services.

A HISTORY OF RE-INVENTING THE OFFICE IMAGING INDUSTRY

We are backed by one of the world's most financially stable companies, Canon Inc. A \$30.6 billion company with 343 research, sales, and manufacturing subsidiaries, Canon employs more than 184,000 employees. As an industry-leading imaging company, Canon pursues global diversification with regional operations in the U.S., Japan, Europe, Asia, Oceania, the Middle East, and Africa.

Canon places a high priority on global research and development (R&D) and this regional focus allows us to develop technologies for the specific demands encountered in the Americas, Europe, and Asia. Based on the number of registered U.S. patents filed by Canon, you can easily conclude that we have spent our research and development dollars effectively. *We have been among the top five*



Canon Solutions America, Inc.

U.S. patent holders for more than thirty years. In 2021, Canon Inc. ranked third overall in patents registered in the U.S. with a total of 3,022 patents.



Widely Recognized for Excellence – In addition to awards from BLI for security, reliability, and innovation in hardware and software, Canon has been recognized for sustainability, design, and corporate responsibility.

As a testament to our commitment to developing innovative technology, Canon's office imaging products are reviewed and recognized by several esteemed, independent organizations, including Buyers Laboratory (BLI), the imaging industry's leading independent authority and provider of competitive intelligence, testing, and reviews on multifunction, copier, printer, scanner, and software solutions and products. When choosing Canon, you can be assured that you're partnering with a company that delivers outstanding technologies across a range of markets.

Given the breadth of Canon Solutions America, Inc.'s support areas, it's easy to see why we position ourselves as a total secure information management solutions provider. Our diverse solutions portfolio touches every point of the document lifecycle within an organization's workflow.

WHY CHOOSE CANON?

There are many reasons why we are a premier choice for your imaging needs. We offer:

- Local Support Backed by a Global Brand: Canon technology continues to set the bar for innovation, quality, productivity, reliability, and energy efficiency. It is widely accepted and used in the ever-changing world of business. Our relationship with our parent company is strong and we benefit from the strength, innovation, and longevity of the world-renowned Canon brand.
- A Single Source Solutions Provider: Our hardware, software, and third-party enablers create one of the most diverse portfolios in the industry. With a sales and service footprint incorporating enterprise, large format, production, and vertical industry solutions, along with the expert knowledge of our people and a culture of providing excellent support and service nationally, we are uniquely positioned to meet the growing demands of today's world.
- On-site Consultation: Our on-site consultation and ongoing analysis of your paper and digital data flow requirements enables us to recommend scalable solutions, adapted to meet your needs as they change. Our goal is to capture your vision and deliver solutions that drive results. Our strategies are designed to provide the highest quality service and the best technology available, while maintaining a privacy-aware and secure environment, all in a cost-effective package.
- **Commitment to Innovation:** From device technology and workflow solutions to our support and services options, we are poised to innovate your environment. No matter what technology the



Canon Solutions America, Inc.

future brings, you can count on Canon Solutions America, Inc. to lead the way. Our Cloud for Business portfolio offers a wide and agile array of solutions to make innovation easier.

- The Canon Solutions America Five Pillars of Security: We are committed to enabling our customers to maintain a comprehensive and in-depth approach to workplace security in five key areas: device security, printing security, document security, information security, and cybersecurity. Our Five Pillars of Security are founded on the preservation of the fundamental NIST security principles of confidentiality, integrity, and availability.
- A Pledge of Social and Environmental Responsibility: Through our corporate philosophy of *kyosei*, Canon is committed to dedicating itself to social and environmental responsibilities, as well as contributing to the prosperity of people in local communities and around the world.
- **U.S. Based Customer Service:** Our customer service and support network is positioned to ensure you enjoy high levels of customer satisfaction and loyalty.

Trust Canon Solutions America, Inc. to help you streamline and secure business processes, reduce costs, and improve productivity. Let us provide the technology, support, and service you need to create a seamless workflow for your business operations.



Canon Solutions America, Inc.

Account Team Overview PROPRIETARY AND CONFIDENTIAL

Lynn Sebold Account Executive

847-706-3123 office 224-339-3161 cell Lsebold@csa.canon.com

Canon Solutions America, Inc. Tenure – 10 years Industry Experience – 34 years

The Account Executive is the support person for Canon Solutions America. Lynn's primary responsibility is to handle any customer concerns and to ensure your objectives are met on all levels. She will coordinate a seamless transition to the new Canon solution. Lynn is available for all the Village of Oak Park employees who require assistance. She is the key person for consultation on the Canon products and solutions deployed in your organization.

Qualifications/Experience: 30+ years of industry experience and expertise in the office document industry where I have provided consultative support in assisting clients to make the best and most cost-effective decisions for their organization. By merging existing and emerging technology, I am able to deliver custom workflow solutions for my clients. I have been successful at creating a collaborative atmosphere where business partners and IT collectively set and manage goals, generate measurable action plans, and deliver on the executive vision.

Certifications/Degrees/Licenses: Penn State University Bachelor's Degree, Marketing/Business

Matt Brinskelle Major Accounts Director

847-706-3112 office 630-624-5961 cell mbrinskelle@csa.canon.com

Canon Solutions America, Inc. Tenure 12 years Industry Experience –25 years

The Sales Manager directs all sales functions of the operation in accordance with the standards of service excellence and total customer satisfaction objectives of Canon Solutions America, Inc. Matt works closely with the entire team of Canon professionals responsible for your account. As an integral member of the escalation process, he is available anytime his input is required. The Sales Manager reports directly to the Market Director.

<u>Qualifications/Experience</u>: 25+ years of industry experience

Certifications/Degrees/Licenses: Bachelor's Degree, Illinois University



Canon Solutions America, Inc.

Alfred Koos Manager, Professional Services Division Greater Chicago Region

847-706-3115 office 312-568-6051 cell akoos@csa.canon.com

Canon Solutions America, Inc. Tenure – 20 years Industry Experience – 25 years

The Professional Services Manager oversees a staff of local Systems Analysts and Engineers who provide technical recommendations and Project Management support for integrating Canon-supported products into the customer environment. He has an in-depth knowledge of Canon software, hardware, and solution paths, and is available for any questions. He has direct access to Canon USA and Canon USA Affiliates for help with support, integration, and design needs.

<u>Qualifications/Experience</u>: 25 years supporting Canon products. Bachelor's Degree; UNIX and Novell certified. 32 years in IT support

<u>Certifications/Degrees/Licenses</u>: CompTIA CDIA+, CompTIA Cloud Essentials+;

Guillermo(Bill) Ruiz Senior Systems Analyst 630-288-5689 office 312-890-3409 cell gruiz@csa.canon.com

Canon Solutions America, Inc. Tenure –20 years **Industry Experience** – 30 years

The Senior Sales Systems Analyst will provide technical recommendations and support for integrating Canon-supported products into the Village of Oak Park environment. Senior Systems Analyst Guillermo "Bill" Ruiz has an in-depth knowledge of Canon software, hardware, and solution paths, and is available for any questions. He has direct access to Canon USA and Canon USA Affiliates for help with support, integration, and design needs.

Qualifications/Experience: 30 years in IT support.

<u>Certifications/Degrees/Licenses</u>: MS Professional, Cloud Essentials, Uniflow pre-sales, Uniflow technical, Therefore pre-sales. DeVry University Associates Degree



Canon Solutions America, Inc.

ADDITIONAL TECHNICAL SUPPORT

DIGITAL SERVICE ENGINEERS

Digital Service Engineers provide repair and service support to our customer base, working with analog, digital, networked, and integrated business equipment. They receive comprehensive training to learn the most up-to-date techniques and skills to work with Canon products. They repair and maintain all assigned equipment to recommended standards and specifications.

DIGITAL SERVICE SPECIALISTS

Digital Service Specialists service specific business system products including: black & white and color printers and copiers, facsimile equipment, document management solutions and related software. They play a key role in the satisfaction of many loyal customers, which includes large companies and government offices as well as small to medium-sized businesses. Our Technicians are responsible for on-site service of Canon's networked digital imaging products. Working within a designated geographic territory, they are dispatched to various job assignments depending on the product and experience level. They make the necessary mechanical or electrical repairs as well as provide prevention maintenance on all machines serviced.

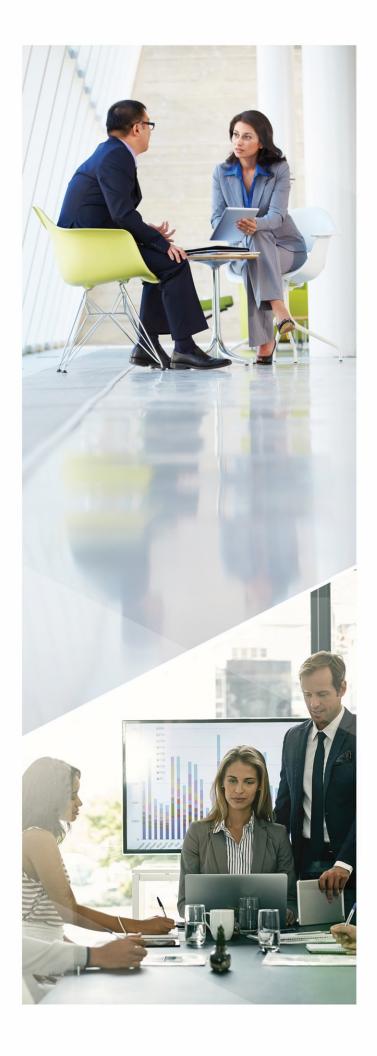
PRODUCT TRAINERS

Product Trainers are responsible for training customers on specific business system products and services including: black & white and color printers and copiers, facsimile equipment, document management solutions and related software. Their primary focus is conducting post-sale product training to the end users of Canon and 3rd party products. They also are responsible for conducting training sessions (classroom and non-classroom) on equipment operations, maintenance, and troubleshooting.

HELP DESK CALL CENTER

The Help Desk Call Center covers a wide spectrum of hardware, software, network connectivity, application, and workflow issues. It is the interconnectivity of these areas that sometimes creates challenging scenarios that require intelligent troubleshooting. The Help Desk is uniquely qualified to provide that type of assistance. The hours of operation are from 8:30AM to 8:00PM EST.





PROPOSED SCOPE OF SERVICE



			The Village of Oak	Park-Proposed Sc	ope of Services	3				
USAGE DETAIL:B&W=	509,048 annually/4	2,421 monthly								
USAGE DETAIL:COLOR:	=157,060 annually/:	13,089 monthly								
			PR	RIMARY PROPOSAL						
LOCATION	CURRENT MODEL	DEVICE TYPE	CANON PROPOSED MODEL	TECHNICAL SPECIFICATIONS	CONFIGURATION	BASE SERVICE COST includes toner and staples	PER IMPRESSION COST B&W	PER IMPRESSION COST COLOR	36 MONTH LEASE PAYMENT (17 DEVICES)	SERVICE LEVEL DETAILS
Fire Station Battalion Chief	Xerox Versalink B7035H2	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 4835i B/W 35PPM	Feeder Speed:up to 270 IPM Printing Speed: 35 PPM Copies/Output to Schedule Maintenance* (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300 dpi), hole punch, stapling(up to 50 sheets)	\$0	0.00435	0.038		Fleet average response of four (hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year.
PW Room 207	Xerox WorkCentre 5955	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 6855i B/W 55 PPM	Feeder Speed:up to 270 IPM Printing Speed: 55 PPM Copies/Output to Schedule Maintenance* (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300 dpi), hole punch, stapling(up to 50 sheets)	\$0	0.00435	0.038		Fleet average response of four (hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year.
PW Room 208	Xerox AltaLink C8030	COLOR Multi-Functional Device	IMAGERUNNER ADVANCE DX C3830i COLOR 30 PPM	Feeder Speed:up to 270 IPM Printing Speed: 30 PPM Copies/Output to Schedule Maintenance (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.00435	0.038		Fleet average response of four (hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year.
VH First Floor by office 119	Xerox AltaLink C8030	COLOR Multi-Functional Device	IMAGERUNNER ADVANCE DX C3830i COLOR 30 PPM	Feeder Speed:up to 270 IPM Printing Speed: 30 PPM Copies/Output to Schedule Maintenance (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.00435	0.038		Fleet average response of four hours, over four fixed quarterly intervals per year; Fleet averag uptime of 95% over the 4 fixed quarterly intervals per year.
VH First Floor by Central Services (smaller model requested)	Xerox WorkCentre 5955	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 4835i B/W 35PPM	Feeder Speed:up to 270 IPM Printing Speed: 35 PPM Copies/Output to Schedule Maintenance (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.00435	0.038		Fleet average response of four hours, over four fixed quarterly intervals per year; Fleet averag uptime of 95% over the 4 fixed quarterly intervals per year.
VH First Floor by Central Services	Xerox WorkCentre 5955	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 6855i B/W 55 PPM	Feeder Speed:up to 270 IPM Printing Speed: 55 PPM Copies/Output to Schedule Maintenance (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300	\$0	0.00435	0.038		Fleet average response of four hours, over four fixed quarterly intervals per year; Fleet averag uptime of 95% over the 4 fixed quarterly intervals per year.
VH First Floor by Central Services	Xerox AltaLink C8030	COLOR Multi-Functional Device	IMAGERUNNER ADVANCE DX C3830i COLOR 30 PPM	Feeder Speed:up to 270 IPM Printing Speed: 30 PPM Copies/Output to Schedule Maintenance (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),Single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.00435	0.038		Fleet average response of four hours, over four fixed quarterly intervals per year; Fleet averag uptime of 95% over the 4 fixed quarterly intervals per year.

VH First Floor Parking by office 102	Xerox WorkCentre 5955	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 6855i B/W 55 PPM	Feeder Speed:up to 270 IPM Printing Speed: 55 PPM Copies/Output to Schedule Maintenance (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),Single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.00435	0.038
VH First Floor VMO	Xerox WorkCentre 5955	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 6855i B/W 55 PPM	Feeder Speed:up to 270 IPM Printing Speed: 55 PPM Copies/Output to Schedule Maintenance (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300	\$0	0.00435	0.038
VH Second Floor Health	Xerox Versalink B7035H2	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 4835i B/W 35PPM	Feeder Speed:up to 270 IPM Printing Speed: 35 PPM Copies/Output to Schedule Maintenance (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300	\$0	0.00435	0.038
VH Second Floor Neighborhood Services	Xerox Versalink B7035H2	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 4835i B/W 35PPM	Feeder Speed:up to 270 IPM Printing Speed: 35 PPM Copies/Output to Schedule Maintenance (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),Single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.00435	0.038
VH Lower Level Detectives	Xerox Versalink B7035H2	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 4835i B/W 35PPM	Feeder Speed:up to 270 IPM Printing Speed: 35 PPM Copies/Output to Schedule Maintenance (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.00435	0.038
VH Lower Level IT	Xerox WorkCentre 5955	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 6855i B/W 55 PPM	Feeder Speed:up to 270 IPM Printing Speed: 55 PPM Copies/Output to Schedule Maintenance (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),Single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.00435	0.038
VH Lower Level Police	Xerox AltaLink C8030	COLOR Multi-Functional Device	IMAGERUNNER ADVANCE DX C3830i COLOR 30 PPM	Feeder Speed:up to 270 IPM Printing Speed: 30 PPM Copies/Output to Schedule Maintenance (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.00435	0.038
VH Lower Level Police Front Desk	Xerox WorkCentre 5955	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 6855i B/W 55 PPM	Feeder Speed:up to 270 IPM Printing Speed: 55 PPM Copies/Output to Schedule Maintenance (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.00435	0.038

Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year. Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average \$2,240.00 uptime of 95% over the 4 fixed quarterly intervals per year. Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year. Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year. Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year. Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year. Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year. Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year.

VH Lower Level Police Records	Xerox WorkCentre 5955	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 6855i B/W 55 PPM	Feeder Speed:up to 270 IPM Printing Speed: 55 PPM Copies/Output to Schedule Maintenance (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.00435	0.038	Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year.
VH Lower Level Report Room	Xerox Versalink B7035H2	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 4835i B/W 35PPM	Feeder Speed:up to 270 IPM Printing Speed: 35 PPM Copies/Output to Schedule Maintenance (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.00435	0.038	Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year.
Preventative Maintenance									
We establish preventative maintenance schedules to aggressively address technical issues before they become an operational problem resulting in equipment downtime.									
Service technicians will perform a Complete Call Process in which they service the unit to a preventative maintenance standard each time the unit is repaired.									
He/She will clean all optics and re	He/She will clean all optics and remove, inspect, and clean all assemblies of the machine and it's accessories. The Complete Call Process ensures a consistent level of service at all times.								

			The Village of Oak	Park-Proposed Sc	ope of Services	5				
USAGE DETAIL:B&W=	509,048 annually/4	2,421 monthly								
USAGE DETAIL:COLOR:	=157,060 annually/:	13,089 monthly								
			ALTERNA	TIVE PROPOSAL-RIG	HTSIZE					
LOCATION	CURRENT MODEL	DEVICE TYPE	CANON PROPOSED MODEL	TECHNICAL SPECIFICATIONS	CONFIGURATION	BASE SERVICE COST includes toner and staples	PER IMPRESSION COST B&W	PER IMPRESSION COST COLOR	36 MONTH LEASE PAYMENT (17 DEVICES)	SERVICE LEVEL DETAILS
Fire Station Battalion Chief	Xerox Versalink B7035H2	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 4835i B/W 35PPM	Feeder Speed:up to 270 IPM Printing Speed: 35 PPM Copies/Output to Schedule Maintenance* (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300 dpi), hole punch, stapling(up to 50 sheets)	\$0	0.005	0.04		Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year.
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PW Room 208	Xerox AltaLink C8030	COLOR Multi-Functional Device	IMAGERUNNER ADVANCE DX C3830i COLOR 30 PPM	Feeder Speed:up to 270 IPM Printing Speed: 30 PPM Copies/Output to Schedule Maintenance (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.005	0.04		Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year.
VH First Floor by office 119	Xerox AltaLink C8030	COLOR Multi-Functional Device	IMAGERUNNER ADVANCE DX C3830i COLOR 30 PPM	Feeder Speed:up to 270 IPM Printing Speed: 30 PPM Copies/Output to Schedule Maintenance (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.005	0.04		Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year.
VH First Floor by Central Services (smaller model requested)	Xerox WorkCentre 5955	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 4835i B/W 35PPM	Feeder Speed:up to 270 IPM Printing Speed: 35 PPM Copies/Output to Schedule Maintenance (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),Single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.005	0.04		Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year.
VH First Floor by Central Services	Xerox WorkCentre 5955	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 4835i B/W 35PPM	Feeder Speed:up to 270 IPM Printing Speed: 35 PPM Copies/Output to Schedule Maintenance* (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.005	0.04		Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year.
VH First Floor by Central Services	Xerox AltaLink C8030	COLOR Multi-Functional Device	IMAGERUNNER ADVANCE DX C3830i COLOR 30 PPM	Feeder Speed:up to 270 IPM Printing Speed: 30 PPM Copies/Output to Schedule Maintenance (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.005	0.04		Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year.

VH First Floor Parking by office 102	Xerox WorkCentre 5955	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 4835i B/W 35PPM	Feeder Speed:up to 270 IPM Printing Speed: 35 PPM Copies/Output to Schedule Maintenance* (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),Single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.005	0.04
VH First Floor VMO	Xerox WorkCentre 5955	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 4835i B/W 35PPM	Feeder Speed:up to 270 IPM Printing Speed: 35 PPM Copies/Output to Schedule Maintenance* (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.005	0.04
VH Second Floor Health	Xerox Versalink B7035H2	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 4835i B/W 35PPM	Feeder Speed:up to 270 IPM Printing Speed: 35 PPM Copies/Output to Schedule Maintenance (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.005	0.04
VH Second Floor Neighborhood Services	Xerox Versalink B7035H2	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 4835i B/W 35PPM	Feeder Speed:up to 270 IPM Printing Speed: 35 PPM Copies/Output to Schedule Maintenance (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.005	0.04
VH Lower Level Detectives	Xerox Versalink B7035H2	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 4835i B/W 35PPM	Feeder Speed:up to 270 IPM Printing Speed: 35 PPM Copies/Output to Schedule Maintenance (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.005	0.04
VH Lower Level IT	Xerox WorkCentre 5955	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 4835i B/W 35PPM	Feeder Speed:up to 270 IPM Printing Speed: 35 PPM Copies/Output to Schedule Maintenance* (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.005	0.04
VH Lower Level Police	Xerox AltaLink C8030	COLOR Multi-Functional Device	IMAGERUNNER ADVANCE DX C3830i COLOR 30 PPM	Feeder Speed:up to 270 IPM Printing Speed: 30 PPM Copies/Output to Schedule Maintenance (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.005	0.04
VH Lower Level Police Front Desk	Xerox WorkCentre 5955	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 4835i B/W 35PPM	Feeder Speed:up to 270 IPM Printing Speed: 35 PPM Copies/Output to Schedule Maintenance* (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.005	0.04

Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year. Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average \$2,050 uptime of 95% over the 4 fixed quarterly intervals per year. Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year. Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year. Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year. Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year. Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year. Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year.

VH Lower Level Police Records	Xerox WorkCentre 5955	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 4835i B/W 35PPM	Feeder Speed:up to 270 IPM Printing Speed: 35 PPM Copies/Output to Schedule Maintenance* (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),Single pass scanning(300 dpi,B&W/Color,duplex), hole punch, stapling(up to 50 sheets)	\$0	0.005	0.04	Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year.
VH Lower Level Report Room	Xerox Versalink B7035H2	B/W Multi-Functional Device	IMAGERUNNER ADVANCE DX 4835i B/W 35PPM	Feeder Speed:up to 270 IPM Printing Speed: 35 PPM Copies/Output to Schedule Maintenance (see below detail)	4 drawers(2,200 sheets total),Stack Bypass Tray(100 sheets),single pass scanning(300	\$0	0.005	0.04	Fleet average response of four (4) hours, over four fixed quarterly intervals per year; Fleet average uptime of 95% over the 4 fixed quarterly intervals per year.
*Preventative Maintenance									
We establish preventative maintenance so	We establish preventative maintenance schedules to aggressively address technical issues before they become an operational problem resulting in equipment downtime.								
Service technicians will perform a Complet	Service technicians will perform a Complete Call Process in which they service the unit to a preventative maintenance standard each time the unit is repaired.								
He/She will clean all optics and re	move, inspect, and clean	all assemblies of the machine a	ind it's accessories. The Complete Call Pro	ocess ensures a consistent level of	service at all times.	·			

Canon Solutions America, Inc.

IMAGERUNNER ADVANCE DX 4800 SERIES



Product Brochure

The three models of the imageRUNNER ADVANCE DX 4800 series comprise the monochrome mid-volume office offerings of Canon's enterprise lineup. Ideal for small to mid-size businesses that require fast and reliable A3 print, copy, and scanning, and for enterprise environments looking for a consistent user experience across their fleet.

Designed to support the goals of business and to adapt to the fast-changing world we live in, the imageRUNNER ADVANCE DX platform is built to complement every stage of the document lifecycle: from creation to management, output to archival, while aiming to support customers' security and environmental goals. This platform is positioned to be the core of digital business communications where imaging technology, cloud connectivity, and mobile solutions converge.

Canon's comprehensive portfolio of imageRUNNER ADVANCE DX multifunction printers and integrated solutions can help simplify the end user experience and management of technology, better control sensitive information and print-related costs, and help ensure that technology investments proactively evolve with changing needs.

IMAGERUNNER ADVANCE DX 6800I SERIES



Product Brochure

The imageRUNNER ADVANCE DX 6800i Series is the latest addition to the Segment 4 and Segment 5 monochrome offerings of Canon's enterprise lineup. Ideal for office environments that require fast and reliable A3 monochrome printing, copying, and scanning. Also appropriate for workgroups and departments within key verticals including legal, education, financial and manufacturing businesses. Easily integrates with Canon's holistic solutions and fleet environments featuring other imageRUNNER ADVANCE models.

Designed to support the goals of business and to adapt to the fast-changing world we live in, the imageRUNNER ADVANCE DX platform is built to complement every stage of the document lifecycle—from creation to management, output to archival—while aiming to support customers' security and environmental goals. This platform is positioned to be the core of digital business communications where imaging technology, cloud connectivity, and mobile solutions converge.

Canon's comprehensive portfolio of imageRUNNER ADVANCE DX multifunction printers and integrated solutions can help simplify the end user experience and management of technology, better control sensitive



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information and print-related costs, and help ensure that technology investments proactively evolve with changing needs.

IMAGERUNNER ADVANCE DX C3800I SERIES



The imageRUNNER ADVANCE DX C3800i Series is the latest addition to the Segment 2 and Segment 3 color offerings of Canon's enterprise lineup. Ideal for small businesses or departments within larger organizations that mainly print in black-and-white but require reliable A3 color printing, copying, and scanning, and that may have space constraints. Easily integrates with Canon's holistic business solutions and fleet environments featuring other imageRUNNER ADVANCE models.

Designed to support the goals of business and to adapt to the fast-changing world we live in, the imageRUNNER ADVANCE DX platform is built to complement every stage of the document lifecycle—from creation to management, output to archival—while aiming to support customers' security and environmental goals. This platform is positioned to be the core of digital business communications where imaging technology, cloud connectivity, and mobile solutions converge.

Canon's comprehensive portfolio of imageRUNNER ADVANCE DX multifunction printers and integrated solutions can help simplify the end user experience and management of technology, better control sensitive information and print-related costs, and help ensure that technology investments proactively evolve with changing needs.



Canon Solutions America, Inc.

WORKFLOW EFFICIENCY

- 10.1" intuitive touchscreen with smartphone-like usability.
- A unique, customized experience tailored to individual preferences using My ADVANCE.
- Supports mobile solutions and integration with many popular cloud services like Google Drive™.
- Scans and converts documents to searchable digital files in a variety of file formats.
- Integrates with Canon and various third-party software with embedded application platform.
- Hot Folders allow users to drag-and-drop a file into a hot folder and automatically print with predefined settings such as number of copies and finishing requirements.

SECURITY

- Advanced standard security feature set to help safeguard sensitive information and assist in regulatory compliance initiatives.
- Integrates with existing, third-party Security Information and Event Management (SIEM) systems to help provide real-time comprehensive insights into potential threats to the network and printers.
- Technology to verify that the device boot process, firmware, and applications initialize without alteration at startup. McAfee Embedded Control utilizes a whitelist to help protect against malware and tampering of firmware and applications.
- Security policy settings can be controlled with a dedicated password, configured from a central location, and exported to other supported devices.
- Control access to the device and specific features, using a host of flexible authentication methods—PIN code, user name/password, or card access.

QUALITY AND RELIABILITY

- Canon's signature reliability and engine technologies help keep productivity high and minimize the impact on support resources.
- Outstanding imaging technologies and toner allow for consistently striking images, thanks to Canon's V² color profile.
- Designed to achieve maximum uptime with status notifications that help keep supplies replenished and intuitive maintenance videos for consumables replacement.
- imageRUNNER ADVANCE models have received many awards and recognition from leading industry analysts, often referencing strong reliability.

DEVICE AND FLEET MANAGEMENT

- Designed for quick, easy deployment.
- Remote diagnostics and parts life management for proactive maintenance and rapid fixes.
- Easy and intuitive to monitor device status and consumable levels, turn off devices remotely, observe meter readings, manage settings, and implement security policies.
- Common firmware and regular updates with Unified Firmware Platform (UFP) for continuous improvements and consistency across a fleet.



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COST MANAGEMENT

- Track and assess print, copy, scan, and fax usage and allocate costs to departments or projects.
- Apply print policies and restrict usage by user to help reduce unnecessary printing and contribute to cost efficiency.
- Standard cloud-based solution provides a centralized dashboard with up-to-the-minute insights into
 printer activity.
- Upgrade to uniFLOW server or cloud-based solutions for full accounting and reporting for compatible Canon and third-party devices, pull printing, job routing, and powerful scan workflows.

SUSTAINABILITY

- A combination of fusing technologies and low-melting-point toner minimizes power requirements and helps achieve low energy consumption.
- Encourage environmentally conscious work practices by enabling multiple settings that can help save paper and energy.
- All models in this series are ENERGY STAR® certified and rated EPEAT® Gold (For current EPEAT rating (Gold/Silver/Bronze), please visit www.epeat.net.)

ACCESS CONTROL FEATURES

Access Management System

The Canon Access Management System allows you to configure users' access rights on a feature-by-feature basis on your imageRUNNER ADVANCE system. The Access Management System provides predefined roles for every business user: Administrator, Power User, Limited User, and Guest. Additional custom roles can be defined to work in conjunction with the predefined roles to fine-tune access control. To further enhance document security on your imageRUNNER ADVANCE system, the Access Management System can also restrict many frequently used features, such as access to Web browsing, email, and faxing.

Remote Operator's Software Kit

imageRUNNER ADVANCE DX devices come standard with Remote Operator's Software Kit (ROK). With the Remote Operator's Software Kit, your IT staff or support desk can see the device UI from a computer screen, helping to diagnose issues remotely for reduced on-site visits or in-person help desk visits. The Remote Operator's Kit is also useful for training end-users, even when you're not physically located at that location.

Universal Login Manager

Universal Login Manager (ULM) is a server-less solution for all imageRUNNER ADVANCE devices, offering simple login and usage tracking functionality. It is designed to provide a solution for organizations that require device authentication and simple usage tracking in a customizable, easy-to-implement solution. It offers convenient user authentication through picture logins, User Name/Password, or optional proximity cards, and allows organizations the ability to manage access and costs by controlling individual users' access and usage. Universal Login Manager can integrate with Access Management System for additional security features, and advanced features for enhanced device personalization, and provides an easy and simple



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upgrade path to uniFLOW. ULM is available as a free download for all imageRUNNER ADVANCE models. No license is required.

IMPROVED SPEED AND DURABILITY WITH SOLID STATE DRIVE

The imageRUNNER ADVANCE DX C3800i Series features Solid-State Drive (SSD) instead of the traditional Hard Disk Drive (HDD) as standard data storage. The addition of SSD results in quick startup time, great resiliency and durability. The SSD features AES-XTS 256-bit encryption, a Canon MFP security chip compliant with FIPS 140-2 Level 2 and drive-specific password lock. The SSD also replaces data in blocks so there is no need for an optional HDD Data Erase feature at the end of lease.

VERIFY SYSTEM AT STARTUP

Once enabled, the Verify System at Startup function runs a process during startup to help verify that tampering or unauthorized modifications of boot code, OS, firmware and MEAP applications has not occurred.

Note: This feature must be enabled.

UNIFLOW ONLINE EXPRESS

A free, easy to install, cloud-based solution with security features designed to upgrade document security, help increase productivity, and facilitate central control of copying and scanning. With uniFLOW Online Express, administrators can help secure Canon devices against unauthorized access and usage though device authentication; take advantage of "Scan to Myself" and "Scan to Google DriveTM" workflows from any connected imageRUNNER ADVANCE; and track printing, copying, faxing, and scanning costs to accurately allocate them to individual users, devices, or departments, as well as create reports and monitor use.

MCAFEE EMBEDDED CONTROL

McAfee Embedded Control on imageRUNNER ADVANCE devices allows only known programs contained in the dynamic whitelist to be executed on the MFP. Other programs not listed in the whitelist are considered unauthorized and will not be permitted to execute. This helps prevent worms, viruses, spyware, and other malware from compromising the device.

Note: This feature must be enabled by an administrator in Settings/Registration. Warm-up times are affected once turned on.

MYCSA

The myCSA secure account management portal is a self-service utility available 24 hours a day, 7 days a week to provide a simple and convenient solution for managing your devices. Upon enrollment, the Fleet Management dashboard gives additional business intelligence to proactively manage printing assets. Review all of your media status, toner status, and service alerts; submit meter reads; place service requests; order contracted supplies; retrieve account information; and enroll in automatic toner replenishment. The complimentary myCSA portal provides valuable flexibility and control for your Fleet Management needs.



Canon Solutions America, Inc.

SERVICE ORGANIZATION OVERVIEW

As a sales and service subsidiary of Canon U.S.A., Inc., Canon Solutions America, Inc. provides extensive support as part of a larger support network. Our service and support division is the backbone of our company's success. Our comprehensive support structure allows our customers to enjoy a blanket of technical service coverage that ensures their ongoing satisfaction.

A QUALITY SERVICE EXPERIENCE NATIONALLY

We provide geographic coverage in major metropolitan areas throughout the United States. A comprehensive web of service professionals support each region with best-in-class technical support. Beyond these critical regions, a network of independent Canon-authorized service companies stands ready to support your needs. All servicing entities must adhere to strict performance guidelines and are fully certified to provide technical assistance on your Canon product.

The strength of the Canon service delivery program is the 1,000+ locations across the United States that are all certified to meet Canon standards. There are over 7,500 factory-trained technicians to solve technical and equipment problems wherever you are located. All authorized service centers are required to submit a detailed business plan describing prospective territory, staffing plans, and financials. They must agree to use only genuine Canon parts and consent to unscheduled observations by Canon management.

Canon Solutions America's standard service hours are Monday through Friday, 8:30 AM to 5:00 PM local time, excluding weekends and holidays. If you require service outside the scope of our standard service hours, we contract on a device or location basis. We can also provide a dedicated technician to be on standby, should you have critical uptime or volume issues. Extended service is not available in all locations.

MULTIPLE OPTIONS TO REQUEST SERVICE ANYTIME

End-users have multiple options for requesting service:

- Call the toll-free number located directly on your Canon equipment.
- Place a request online at http://www.csa.canon.com.
- Via your myCSA account.

Canon Solutions America delivers the remote technical support needed to resolve disruptive workflow issues quickly, so critical systems can resume normal operations as soon as possible. **Our Help Desk services provide a single point of contact for all incidents and service requests.** Our award-winning Help Desk offers toll free phone and email support from 8:30 AM to 8:00 PM EST, Monday to Friday, with Extended Help Desk support available 24/7/365.¹

The Help Desk covers a wide spectrum of hardware, software, network connectivity, application, and workflow issues. The interconnectivity of these areas sometimes creates challenging scenarios that require intelligent troubleshooting. The Help Desk is uniquely qualified to provide that type of assistance.

 $^{^{1}}$ 24/7/365 Extended Solutions Support is currently available for uniFLOW, Therefore, IRIS, and IDEAS enterprise solutions only.



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Help Desk services are delivered via the National Consulting and Support (NCS) customer help desk with escalation to Canon U.S.A. and partner support desks, if necessary. With expert assistance, we deliver remote technical support to help resolve issues quickly.

myCSA is a self-service portal available 24 hours a day, 7 days a week that provides an efficient way to handle day-to-day functions related to your Canon devices. Upon enrollment you can take advantage of the many features of myCSA: view your current fleet status, enter Meter Reads, place Service Requests, order Contract Supplies,² or manage devices on our Auto Toner program. You can retrieve account information from any tablet, laptop, or desktop, check the status of active service requests, and review closed requests.

OTHER TOOLS TO MONITOR YOUR PRINT ENVIRONMENT

To provide the security, functionality, and workflow efficiencies requested by Village of Oak Park, we use multiple tools to monitor and manage your fleet, including:

imageWARE Remote

imageWARE Remote is firmware embedded in our imageRUNNER products. It automatically provides accurate meter reads without the need for customer intervention, reducing administrative costs and increasing accuracy. The meters are automatically read every day for the most up-to-date reporting capabilities. The Service Monitoring portion of this tool automatically notifies our Dispatch Department of hardware or software errors. Our Dispatch Representatives can proactively call you to confirm if service is required. Devices using imageWARE Remote can also be set up on our Auto Toner program.

imageWARE Enterprise Management Console

imageWARE Enterprise Management Console is an easy-to-use centralized point of control for all devices installed across your organization. This expandable console reduces downtime by directing low toner, paper jams, and device management alerts via emails to designated resource(s) within your organization. It's designed for easy implementation and simplified expandability.

ACCURATE REPORTING WITH AUTOMATED METER READING

We offer a variety of meter read submission methods. Village of Oak Park can submit them manually by calling our Customer Service Department's toll-free number; however, we encourage you to use our automated submissions tools, myCSA and imageWARE Remote, which are free of charge, reduce administrative burden, and ensure regular and accurate reporting.

REDUCED BURDEN WITH AUTOMATED SUPPLY REPLENISHMENT

Devices using imageWARE Remote are eligible for our Auto Toner Program. The device sends a notification when toner is getting low, which automatically creates an order, reducing administrative burden. An established supply contact for the device receives an email when an order is created and another when it



² Requires an active service contract with Canon Solutions America, Inc.

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ships (including tracking) so you are always informed. We make viewing and managing devices enrolled in Auto Toner easy with myCSA.

If a device is not enrolled in our Auto Toner program, Village of Oak Park can call the toll-free Customer Service Department to speak to a Customer Service Representative, who places the supply order. This department is available Monday through Friday, 8:30 AM to 8:00 PM EST, to accommodate our customers nationwide. The toll-free number is located directly on the Canon equipment. The representative verifies a contact person, address, and serial number, clarifies the number of toners needed, and provides a confirmation number.

Village of Oak Park can also place a supply order via myCSA, a web-based account management tool included with an active Canon Solutions America, Inc. service agreement, and online at http://www.csa.canon.com.

At Village of Oak Park's request, we can maintain a standard stock of parts and supplies onsite, provided there is a secure location for storage. Maintaining a consistent supply of toner and additional supplies on site helps improves the uptime of your Canon equipment.

SERVICE TECHNICIANS FOCUSED ON YOUR INCREASED PRODUCTIVITY

Our customers have access to local, regional, and national level engineers, ensuring Service Level Agreement compliance regardless of your location. Mobile technology allows our field technicians and industry certified engineers handle customer calls quickly and efficiently, minimizing downtime.

Canon Solutions America service technicians average 15 years' experience and are factory trained on Canon's equipment and the network support systems and software that drive its sophisticated technology. Our primary service objective is to resolve the problem on our first visit and eliminate the need for additional calls for the same problem.

To accomplish this, our service organization:

- Offers unparalleled, manufacturer direct service and support
- Delivers an average response time of four hours
- Uses AI-driven parts stocking
- Provides a state-of-the-art Automated Dispatching System that delivers customer information to the Service Technician

Our service technicians are measured on device reliability—not on the number of calls per day. As a result, customers are assured that the technician is dedicated to increasing productive time for their Canon equipment. *For the customer this means one service call, one technician*.

Once the Service Technician is dispatched, they call the customer with expected arrival time and, if applicable, troubleshooting occurs over the phone. For technical issues that require further escalation, we have a rigid escalation process to reduce downtime and increase productivity.

All new technicians attend an extensive new-hire training program called **Printing and Digital Imaging Foundations** (PDIF), which provides the technicians tools to maintain, troubleshoot, and repair Canon products. New hire service technicians receive classroom-based training and hands-on training in the field. The technician, upon successful completion, is certified on a specific Canon model, which is based on



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territory demand, and has received critical skill courses that enable the technician to be a successful service technician in the field. The critical skills portion of their training includes the following: Customer Satisfaction Skills, Basic Network Install, Complete Call Process, Troubleshooting, Communication, and Technology. Ongoing product training and certifications are provided continually and are based on new technology and field territory growth.

Canon U.S.A. designed the **Association of Technical Service Professionals** (ATSP) to uphold the high performance standards intended to support the needs and expectations of Canon customers. The ATSP program provides assurance that its certified members have attained a level of knowledge and performance that is second to none in our competitive business. The program sets out strict guidelines to which service technicians must adhere, ensuring customers receive best-in-class service. We are proud of the high volume of certified professionals currently in our organization.

REDUCE DOWNTIME WITH PREVENTATIVE MAINTENANCE

We establish preventative maintenance schedules to aggressively address technical issues before they become an operational problem that might result in equipment downtime. Service technicians service the unit to a preventative maintenance standard each time the unit is repaired, performing what we call a "Complete Call Process." The technician cleans all optics and removes, inspects, and cleans all assemblies of the device and its accessories, ensuring a consistent level of service.

USING PREDICTIVE ANALYTICS TO IMPROVE PERFORMANCE

We use Canon-proprietary technology to provide the service technician with vital device information before a service visit. This tool processes the information and recommends next steps by analyzing your device's performance, operational characteristics, and service history. This proactively prepares our technician for your service visit by predicting the expected resolution and parts that might be required, minimizing repair time.

Additionally, our *Cycle Clinic automated preventative maintenance program* uses revolutionary product design enhancements to significantly improve unscheduled downtime, minimize device failures, and maximize copy quality. The device forecasts optimal maintenance timing and sends a service call to our system before the end user needs it. Networked devices also place service calls when durables (customer replaceable components) near their end of life. This allows the technician prepare the parts required before arriving, resulting in fewer emergency and after-hour calls and a much higher first-call fix ratio. *With Service approval, the Cycle Clinic automated preventative maintenance program is optional, at no additional cost.*



Canon Solutions America, Inc.

SERVICE LEVEL AGREEMENTS

RESPONSE TIME

Canon Solutions America, Inc. will commit to a fleet average response of four (4) hours, over four (4) fixed quarterly intervals per year, for devices within Canon Solutions America, Inc.'s Servicing Territory. Response time, as noted above, shall be calculated from the time the customer call is placed with our Dispatch department until the time the Technician arrives at the individual location. Response times are calculated between 8:30 AM and 5:00 PM local time, Monday through Friday, excluding Canon Solutions America, Inc. holidays. For an individual location which has multiple machines and active service calls, the Technician's arrival shall stop the response time calculation for all open service calls at that location.

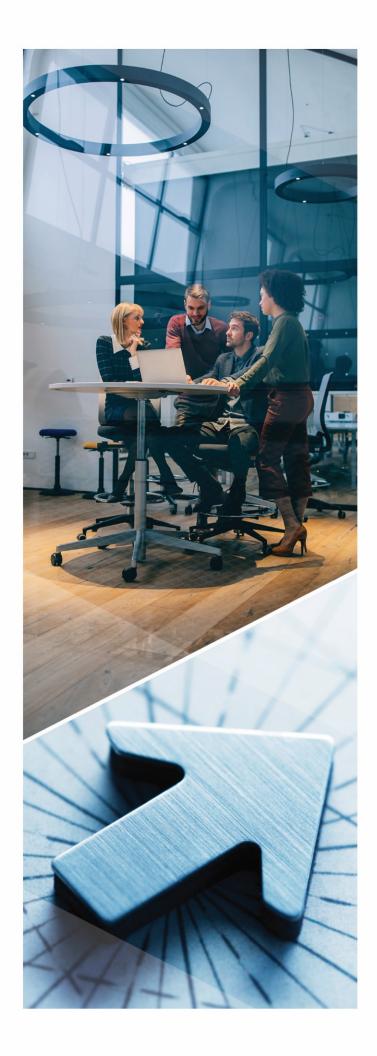
UPTIME: FLEET

Canon Solutions America, Inc. will commit to a fleet average uptime of 95% over the four (4) fixed quarterly intervals per year, for devices within Canon Solutions America, Inc.'s Servicing Territory (excludes devices with rated speeds of 105ppm or greater). Downtime is calculated from the time a service call is placed with our Dispatch department until the time the Technician completes the repair. Uptime criteria is calculated between 8:30 AM and 5:00 PM local time, Monday through Friday, excluding Canon Solutions America, Inc. holidays, and exceptions outlined below. Uptime requirements will not include preventative maintenance service calls, calls which could have been prevented by key operator functions outlined in unit's operation manual, calls created by user mishandling, units which are running outside the manufacturer's optimum performance volume, or units which need to be over-hauled as a result of reaching useful life, in the opinion of our Service department.

RESPONSE TIME AND UPTIME PENALTY

Failure to meet the above commitment will result in the following reduction in charges: i.) If Canon Solutions America, Inc. does not meet a four (4) hour average response time and/or maintain its uptime commitment(s) for the quarterly period for the total aggregate machine population, a 5% reduction for all excess per image charges on the effected device(s) for the quarter will be credited to your account in the subsequent quarter. ii.) All reductions in charges shall be requested by you in writing within 30 days after the quarter end and will be credited to your account in the subsequent quarter, provided that you are in compliance with the terms and conditions of this Agreement, including but not limited to your payment obligations to Canon Solutions America, Inc. pursuant to this Agreement. iii.) Such credits, which shall be applied by Canon Solutions America, Inc. upon your written request, shall be your sole and exclusive remedy for any failure by Canon Solutions America, Inc. to obtain the above response or uptime commitments. The maximum credit with respect to any particular machine's fixed maintenance and click charges in any quarter shall be 5%, even if both uptime and response time maximums were exceeded for such machine during the same interval.





PROPOSED APPROACH TO IMPLEMENTATION



PROPOSED APPROACH TO IMPLEMENTATION

PROJECT MANAGER

We will assign a Project Manager to act as the primary point of contact throughout this engagement. The project manager will:

- Be a single point of contact for you.
- Manage and provide support throughout the project lifecycle.
- Be accountable for understanding your expectations and providing effective project planning and coordination.
- Provide an enterprise focus, seeing "the big picture".
- Partner with stakeholders for effective communication.

The Project Manager is responsible for managing the day-to-day operational aspects of the engagement, including:

- Creating and managing the project plan.
- Identifying, tracking, and mitigating project risks.
- Creating a Communication Plan and proactively providing information to all stakeholders.

The Canon Solutions America Project Manager works with you to customize the Project Plan to best fit the project scope. The Project Plan is clearly defined to cover every aspect of the process. This is a coordinated and collaborative delivery that includes a Pre-Implementation Checklist and, for software solutions, a Statement of Work (SOW) that details all aspects of the project scope.

CANON SOLUTIONS AMERICA'S PROJECT MANAGEMENT METHODOLOGY

At the highest level, Canon Solutions America's implementation methodology encompasses five important phases that constitute the project lifecycle:

- Initiate
- Plan
- Execute
- Monitor and Control
- Close



INITIATE

During the initiation phase, we will assemble the project team consisting of stakeholders from both your organization and Canon Solutions America.

- Meetings will be held to review the project scope and establish the high-level goals and objectives.
- The Canon Solutions America Project Manager will develop project tracking tools and documents.

PLAN

During the planning phase, critical project documents will be created including Communication Plan, Resource Plan, Technical Discovery session, Proof of Concept, detailed Project Schedule, Equipment Implementation Matrix, Action Items Log, and Risk Tracker.

The key components of this phase are:

- Site Assessments to confirm power supply, network, space requirements, and fax, and to identify contacts, device locations, device removals, staging area, loading dock, and egress and ingress.
- Final review and confirmation of the Scope of Work.
- Completion of a pre-implementation checklist with your IT team to capture device and fleet settings.
- Technical Discovery.
- Proof of Concept test to help ensure a smooth implementation process
- We would take an image of your device after your configuration needs are finalized and use that image to replicate (clone) across your fleet so all devices look, feel and function identically to end users

The planning phase is an opportunity for the Canon Solutions America Project Management Team to work in coordination with your team so all critical project elements can be accounted for.

The **Communication Plan** includes:

- How and when regular team meetings will take place.
- What information will be provided.
- Who receives the information.
- Meeting Agenda and Meeting Minutes.
- Action Items and Issues Log.
- Risk and Decision Logs.
- Weekly Project Status Reports.



PROPOSED APPROACH TO IMPLEMENTATION

Canon Solutions America. Inc.

A **Project Schedule** will be developed in collaboration with the project team and maintained by the Canon Solutions America Project Manager so project tasks are identified, tracked, and updated.

The **Equipment Implementation Matrix (EIM)** is an asset tracking document that is used for managing the deployment of devices. The tool is also used to capture and track the device delivery and installation schedule. This is provided to you to help with managing your fleet and ensure a seamless deployment.

The **Resource Plan** will be developed and managed to help ensure the proper resources are available when and where needed based on the project schedule.

Technical Discovery includes completing the Pre-Implementation Settings Checklist, a device settings checklist that's performed after the POC (proof of concept) devices have been placed. This helps ensure the devices look and function according to your organization's needs and that they are configured uniformly across your fleet. This checklist allows for device pre-configuration prior to delivery.

Proof of Concept involves testing device(s) that have been deployed and set up at your site. This is an important part of the planning process to determine what configuration is needed to meet your organization's needs.

The Proof of Concept tests and configures for:

- · Copy functionality
- Scan functionality
- Printing functionality (including print drivers)
- Fax functionality

This testing usually takes one to two weeks.

DCM (configuration settings file) is created using the test devices in the POC. They are an export of all the configuration settings from each device, thereby allowing Canon Solutions America to "clone" the configuration and look and feel of the device for field deployment.

The **Action Items/Issues Log** will be maintained by the Canon Solutions America Project Manager to track and resolve outstanding items in a consistent and timely manner.

The **Risk Log** allows Canon Solutions America to identify, manage, and mitigate project risks. Once created, it is maintained and managed throughout the project.

EXECUTE

During the execution phase, the Canon Solutions America Project Manager, working closely with your project manager and Canon Logistics and Service resources, manages the implementation in accordance with the Project Plan and Schedule. This typically entails managing the complete hardware roll-out and software deployment (if ordered). The Project Manager will closely monitor project metrics, and, if necessary, will determine and implement corrective actions.



PROPOSED APPROACH TO IMPLEMENTATION

Canon Solutions America, Inc.

MONITOR AND CONTROL

During the monitoring and controlling phase of the project, equipment and software is in operation and accepted by your organization. Throughout this phase of the project, which overlaps with the execution phase, information updates will be regularly sent to you. In addition, remaining or outstanding Action Items/Issues will be closely tracked and resolved. When all the equipment is installed, configured, and tested, the project will transition to the Close phase.

CLOSE

During this final close-out phase of the project, a formal Implementation Close-Out Meeting will be conducted. The Project Manager will turn over the project to Help Desk Support and local Service Support. This meeting will consist of the core team members from Canon Solutions America and your organization. The purpose of this meeting is three-fold:

- To deliver and review all project deliverables that have been completed, and to review other key project documentation and open/closed items.
- To solicit feedback from you regarding how the implementation was performed.
- To formally disengage the Canon Solutions America Project Management Team and transition you to the Account Management Team and Canon Solutions America Help Desk.





REFERENCES



REFERENCES

WILL COUNTY

Jennifer Scharf **Records Management** 806 Nicholson Street Joliet, Illinois 60435 815 727-8781 jascharf@willcountyillinois.com

DEERFIELD PARK DISTRICT

Cathy Serbin **Executive Assistant** 780 Shoreline Dr. Aurora, IL 60504 847-572-2614 cathy@deerfieldparks.org

VILLAGE OF GLEN ELLYN

Justin Chiappetta Information Technology Director 535 Duane Street Glen Ellyn, IL 60137 jchiappetta@glenellyn.org Phone: (630) 547-5377





COST PROPOSAL



COST PROPOSAL-PRIMARY

This proposal, as constructed, makes for easy estimates of the total, all-in costs.

Stated costs include all service, parts, labor, delivery, installation, toner, and staples.

All charges are **FIXED** for the lease term.

Our proposed plan allows you to pay for exactly what is used as opposed to an allowance plan where you may end up paying for unused images.

Assuming the Village of Oak Park has a month where the usage matches what has been provided:

B/W impressions 42,421 COLOR impressions 13,089

Then the total monthly cost will be:

36 month Lease= \$2,240 B/W impressions= 42,421 X.00435= \$184.53 per month COLOR impressions=13,089 X .038= \$497.38 per month

TOTAL MONTHLY COST*=\$2,921.91

Based on this total monthly cost, the "all-in" Total Cost Per Page would be as follows:

B/W TCPP=.069 per image*
COLOR TCPP=.22 per image*

Please see the following Total Cost Per Page Analysis that provides exact detail on a monthly, annual and contract term basis.

*This cost would only vary upwards or downwards if the provided usage above changes.

PRIMARY COST PROPOSAL-TOTAL COST PER PAGE ANALYSIS*									
Proposed Image Cl	narges	B/W	COLOR						
		0.00435	0.038						
MONTHLY USAGE		42,421	13,089						
MONTHLY	LEASE	B/W USAGE COST	COLOR USAGE COST	TOTAL USAGE COST PER MONTH	TOTAL COST PER MONTH LEASE & USAGE	B/W TCOP	COLOR TCOP		
	\$ 2,240.00	\$ 184.53	\$ 497.38	\$ 681.91	\$ 2,921.91	\$ 0.069	\$ 0.22		
ANNUAL USAGE		509,052	157,068						
ANNUAL	LEASE	B/W USAGE COST	COLOR USAGE COST	TOTAL USAGE COST PER YEAR	TOTAL COST PER YEAR LEASE & USAGE	B/W TCOP	COLOR TCOP		
	\$26,880.00	\$ 2,214.38	5968.584	\$ 8,182.96	\$ 35,062.96	\$ 0.069	\$ 0.22		
CONTRACT TERM USAGE		1,527,156	471,204						
CONTRACT TERM	LEASE	B/W USAGE COST	COLOR USAGE COST	TOTAL USAGE COST PER CONTRACT TERM	TOTAL COST PER CONTRACT TERM LEASE & USAGE	B/W TCOP	COLOR TCOP		
	\$80,640.00	\$ 6,643.13	\$ 17,905.75	\$ 24,548.88	\$ 105,188.88	\$ 0.069	\$ 0.22		
*This is analysis is based o	This is analysis is based on the provided usage estimates. The Total Cost Per Page will differ is usage increases/decreases								

COST PROPOSAL-ALTERNATE

This proposal, as constructed, makes for easy estimates of the total, all-in costs.

Stated costs include all service, parts, labor, delivery, installation, toner, and staples.

All charges are **FIXED** for the lease term.

Our proposed plan allows you to pay for exactly what is used as opposed to an allowance plan where you may end up paying for unused images.

Assuming the Village of Oak Park has a month where the usage matches what has been provided:

B/W impressions 42,421 COLOR impressions 13,089

Then the total monthly cost will be:

36 month Lease= \$2,050 B/W impressions= 42,421 X.005= \$212.11 per month COLOR impressions=13,089 X .04= \$523.56 per month

TOTAL MONTHLY COST*=\$2,785.67

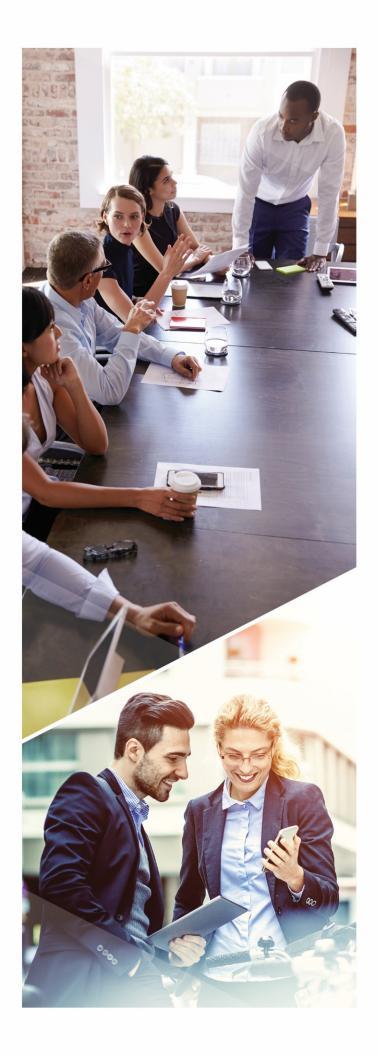
Based on this total monthly cost, the "all-in" Total Cost Per Page would be as follows:

B/W TCPP=.066 per image*
COLOR TCPP=.21 per image*

Please see the following Total Cost Per Page Analysis that provides exact detail on a monthly, annual and contract term basis.

*This cost would only vary upwards or downwards if the provided usage above changes.

ALTERNATIVE COST PROPOSAL-TOTAL COST PER PAGE ANALYSIS*									
Proposed Image Cl	narges	B/W	COLOR						
		0.005	0.04						
MONTHLY USAGE		42,421	13,089						
MONTHLY	LEASE	B/W USAGE COST	COLOR USAGE COST	TOTAL USAGE COST PER MONTH	TOTAL COST PER MONTH LEASE & USAGE	B/W TCOP	COLOR TCOP		
	\$ 2,050.00	\$ 212.11	\$ 523.56	\$ 735.67	\$ 2,785.67	\$ 0.066	\$ 0.21		
ANNUAL USAGE		509,052	157,068						
ANNUAL	LEASE	B/W USAGE COST	COLOR USAGE COST	TOTAL USAGE COST PER YEAR	TOTAL COST PER YEAR LEASE & USAGE	B/W TCOP	COLOR TCOP		
	\$24,600.00	\$ 2,545.26	6282.72	\$ 8,827.98	\$ 33,427.98	\$ 0.066	\$ 0.21		
CONTRACT TERM USAGE		1,527,156	471,204						
CONTRACT TERM	LEASE	B/W USAGE COST	COLOR USAGE COST	TOTAL USAGE COST PER CONTRACT TERM	TOTAL COST PER CONTRACT TERM LEASE & USAGE	B/W TCOP	COLOR TCOP		
	\$73,800.00	\$ 7,635.78	\$ 18,848.16	\$ 26,483.94	\$ 100,283.94	\$ 0.066	\$ 0.21		
*This is analysis is based o	This is analysis is based on the provided usage estimates. The Total Cost Per Page will differ is usage increases/decreases								



ATTACHMENTS





Attachment A Tax Compliance Certificate

Steven Giuliano	, being first duly sworn, deposes
and says: that he/she is Senior Vice President, Finance, Accou	anting, Budget, and General Affairs tner, officer, owner, etc.)
of_ Canon Solutions America, Inc.	
The individual or entity making the foregoing proposal certifies the Village of Oak Park because of any delinquency in the paymer Revenue unless the individual or entity is contesting, in accompropriate revenue act, liability for the tax or the amount of the understands that making a false statement regarding delinque addition, voids the contract and allows the municipality to recumber the contract in civil action.	nt of any tax administered by the Department of ordance with the procedures established by the atx. The individual or entity making the proposal sency in taxes is a Class A Misdemeanor and, in
Subscribed and sworn to this 30th day of Januar	y, 2023. Pamela Marins
	Notary Public

PAMELA MARINO
NOTARY PUBLIC, State of New York
No. 01MA5045376
Qualified in Suffolk County
Commission Expires June 19, 2023

The above statement must be subscribed and sworn to before a notary public



Attachment B Village of Oak Park E.E.O. Report

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of proposal. An incomplete form will disqualify your proposal.

1.	Vendor Name:	Canon Solutions America, Inc.								
2.	Check here if your firm is:									
		MBE								
		WBE								
	X	Non MBE/WBE								
(<u>Copies</u>	of all certificat	ion letters must be included)								
3.	What is the size	e of the firm's current stable work force?								
	3933	Number of full-time employees								
		Number of part-time employees								

Attachment C

EEO Report

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Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid.

An EEO-1 Report may be submitted in lieu of this report

Vendor Name___ Canon Solutions America, Inc.

Total Employees 3933

Job Categories	Total	Total Males	Total Females	Males				Females				
	Employees			Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Total Minorities
Officials & Managers	647	502	145	39	47	0	24	22	12	0	6	150
Professionals	515	333	182	21	41	1	36	27	26	0	26	178
Technicians	1228	1193	35	132	223	6	92	10	8	0	1	472
Sales Workers	713	548	165	34	31	0	21	11	19	1	8	
Office & Clerical	795	384	411	105	78	1	28	102	58	1	28	125 401
Semi-Skilled							20	102		1.5	20	401
Laborers/Operatives	35	30	5	13	6	0	0	_	3	Ö		
Service Workers			-	10			-			U	0	23
TOTAL	3933	2990	943	344	426	8	201	173	126	2		
Management Trainees			U 10	344	420	0	201	+10	120	. 2	69	1349
Apprentices												

					In the second			
This completed and notarized report must ac	company your Bio	d. It should be attac	ched to your A	ffidavit of Compliance	. Failure to include	it with your Bid	will be disqu	alify you
(Name of Person Making Affidavit)	eing first duly swo	rn, deposes and sa	ys that he/she	e is the Officer	(Title or Officer)			
of_Canon Solutions America, Incan	d that the above	EEO Report informa	ation is true a	nd accurate and is su	bmitted with the int	ent that it be re	lied upon.	
Subscribed and sworn to before me this 30	day of	January	, 2023,	PAMELA	MARINO		Dulla	
Pamela Marino	Januar	y 30, 2023		NO. U1M	State of New York A5045376		ELEFE	
(Signature)	-	(Date)		Commission Eyei	Suffolk County	V	PROMING TO COM	



STANDARD TERMS AND CONDITIONS





This MASTER SALES AND SERVICES AGREEMENT, INCLUDING THE CUSTOMER INFORMATION FACE PAGE, THESE GENERAL TERMS, AND ANY APPLICABLE RIDER(S), SCHEDULES AND ADDENDA (AS DEFINED BELOW) (collectively the "Agreement") is entered into by and between Canon Solutions America, Inc. ("CSA", "we", "our") and its customer, as named on the Customer Information Face Page ("you" or "Customer"). "Party" shall mean you or CSA, and "Parties" shall mean you and CSA. All notices to CSA shall be sent as set forth in Section 18. For purposes of clarity, a Rider shall only apply to a given transaction when referenced on a Schedule.

GENERAL TERMS

- 1. PURCHASE OR LEASE OF LISTED ITEMS. You and CSA agree that you will purchase or lease, as applicable pursuant to the terms and conditions of this Agreement, the equipment ("Equipment"); Equipment maintenance including supplies under a supply inclusive maintenance plan ("Maintenance") (Rider A); application software licenses ("Software") (Rider C), which excludes software that is stored on a unit of Equipment in order to make it run properly and licensed as part of the Equipment ("Firmware") (Rider A); Software subscriptions ("Software Subscriptions"), Software installation services ("Software Installation Services"), and Software support contracts ("Software Support Contracts") (all in Rider C), subscription support services ("Subscription Support Services") (Rider D), managed print services ("MPS") (Rider E), Large Format Equipment (Rider F); Home Office Print-as-a-Service ("Home Office") (Rider H), and/or other products and services incorporated by a schedule or addendum accepted by CSA (all collectively, the "Listed Items"), each as described in any rider hereto ("Rider") or any Order Schedule, Return Schedule, MPS Schedule, Lease Schedule or other schedule or order document accepted by CSA (each a "Schedule"). Each Schedule referring to this Agreement will constitute a separate agreement for the acquisition of the Listed Items described therein and shall incorporate the terms of this Agreement. "NOLI" for purposes of Rider F shall mean non-CSA Listed Items, which may include hardware, software (and specifically third party software), equipment, supplies, service, warranty, network equipment and other items not listed in CSA's price list and as designated on the Master Sales and Services Agreement. NOLI products are provided as a convenience to Customers and are not eligible for any warranty or maintenance under this Agreement and accordingly Customer waives any claim it might have against CSA for any loss, damages or expenses caused by NOLI products. "Products" shall mean Equipment, Software and Software Subscriptions, and any other products incorporated into this Agreement by a Schedule or addendum accepted by CSA ("Addendum" or "Addenda"). "Services" shall mean Maintenance, Software Installation Services, Subscription Support Services, MPS, Home Office, and any other services incorporated into this Agreement by a Schedule or Addendum. "Lease" shall mean the document pursuant to which you lease Listed Items from a "Leasing Company", which shall solely govern as to matters contained therein, and unless otherwise set forth on the Customer Information Face Page or any Addendum, the Leasing Company is Canon Financial Services, Inc. ("CFS") and the Lease is set forth as Rider G, which shall solely govern as to the matters contained therein. To the extent the terms of any Rider conflict with these General Terms, the terms of the Rider shall control. Unless specifically or otherwise defined in a Rider or Schedule, the terms shall have the meaning defined in these General Terms. THE PARTIES MAY AMEND THE TERMS OF THIS AGREEMENT BY USE OF A MUTUALLY AGREEABLE ADDENDUM, EXECUTED BY YOU AND AN AUTHORIZED REPRESENTATIVE OF CSA, WHICH MAY ONLY BE CHANGED BY THE PARTIES IN WRITING.
- 2. TERM. The initial term during which Services shall be provided, and for the lease of Products, unless earlier terminated as provided in these General Terms or the applicable Rider, is as set forth on the applicable Schedule. That initial term shall be subject to renewal as provided in the applicable Rider.



3. **DELIVERY/INSTALLATION OF EQUIPMENT**. Unless otherwise set forth in a Schedule, delivery and installation of Equipment is at no additional charge, so long as no special rigging is required (in which event CSA's rates therefor will apply). For purposes of this Agreement, "special rigging" shall include, but not be limited to, the use of cranes, forklifts, or other mechanical devices; and/or the engagement of additional personnel beyond those ordinarily required for CSA to deliver Equipment via delivery van and maneuver unimpeded into and through the loading dock, hallways, and, if necessary, stairs and/or elements of Customer's facility manually through the use of a hand truck or dolly.

4. PAYMENT TERMS, CHARGES AND CREDIT CARDS.

- 4.1 The total price specified in any Schedule for the Listed Items, including taxes and delivery/installation charges (if any), is due and payable within 30 days of the invoice date unless otherwise stated on the invoice. You expressly acknowledge your obligation to pay CSA's invoices for Listed Items. Should you request a third party act as your agent for receiving or paying invoices, CSA may approve such request in its sole discretion, and CSA's approval is conditioned on: (i) your payment of an administrative charge (including reimbursement of any costs or charges CSA incurs associated therewith), which shall be considered charges under this Agreement; (ii) no modifications (other than addresses) to the terms and conditions of this Agreement; and (iii) you remain liable for all of your obligations under this Agreement. CSA may charge, and you agree to pay, a surcharge to cover increases in transportation costs. CSA reserves the right to adjust pricing (i) in the event Listed Items are not delivered to you within thirty (30) days of an executed Schedule to reflect corresponding increases in the manufacturer's suggested retail price ("MSRP"); or (ii) due to any mistake in pricing or configuration for any of the Listed Items discovered prior to shipment. In the event of such price adjustments, CSA shall notify you of the mistake in pricing or configuration, or the increase in MSRP, and such notification will constitute the non-acceptance of the applicable Schedule by CSA with respect to such Listed Items without liability. Should Maintenance or Software support not be purchased at the time of the initial delivery of the Product, or should it terminate or be suspended, additional fees to inspect the Product or otherwise to start or reinstate the Maintenance or Software support shall apply. Applicable taxes shall be added to the charges. Without limiting any of CSA's rights and remedies under applicable law, if payments are late, CSA may charge you and you agree to pay a late charge equal to the higher of five percent (5%) of the amount due or \$10.00 as reasonable collection fees, not to exceed the maximum amount permitted by law, and you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law. CSA does not provide refunds or credits for any partial terms, except as expressly stated in the Rider or applicable Schedule.
- 4.2 To purchase Listed Items, you will need to provide certain information, including payment and shipping details. We accept all major credit cards: VISA, MasterCard, American Express and Discover. For your security, the billing name and address on your credit card must match your Schedule or your Listed Items may be delayed or cancelled. When you place an order for your Listed Items, we may preauthorize your credit or debit card in the amount of your order, which may have an effect on your available balance or credit line. We may cancel or place holds on your order or any Listed Item included therein, if we suspect the order may be fraudulent. All billing and registration information you provide must be accurate, complete and correct. By confirming your purchase on the Schedule, you agree to accept and pay for all charges incurred via the applicable payment method for Listed Items that you purchased at the price(s) in effect at that time, including any applicable taxes. Receiving an order acknowledgement (either by mail or via email) does not guarantee acceptance of an order for the Listed Items, or that the price or availability of a Listed Item has been confirmed.
- 5. CREDIT. CSA reserves the right to withhold shipment of the Listed Items until you (or the Leasing Company, if applicable) make full payment of the total price specified in all Schedules accepted by CSA, or to revoke any credit extended to you because of your failure to pay any amounts when due



pursuant to such Schedules or the applicable CFS Lease, or for any other reason affecting your creditworthiness.

6. LIMITED WARRANTIES AND DISCLAIMER. Canon brand Equipment (except for models which have rated speeds of 110 pages per minute or greater, or are imagePRESS or varioPRINT models) is provided with an end user limited warranty from either Canon U.S.A., Inc. ("Canon") or a Canon affiliated company. CSA is authorized to provide warranty service pursuant to the Canon limited warranties. Warranties, if any, for other Products and Services are provided according to their terms by the manufacturer or developer or as may also be provided in the applicable Rider or Schedule. The use of Software is at all times subject to and governed by the applicable end user license agreement. In addition to the aforesaid manufacturer or developer warranties, CSA warrants (the "CSA Warranty") that on completion of installation of Canon brand Equipment, it will be (1) in material conformance with the manufacturer's published specifications, (2) qualified for CSA's standard maintenance services and (3) free from material defects in workmanship and materials. All parts replaced under a warranty shall become the property of CSA or Canon. The CSA warranty set forth herein does not apply to used or refurbished Equipment and is conditioned upon Customer giving prompt written notice to CSA of any discovered defects within twenty (20) days of installation ("CSA Warranty Period"). CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING CSA WARRANTY SHALL BE TO REJECT THE EQUIPMENT AND CANCEL THE AFFECTED EQUIPMENT SCHEDULE DURING THE CSA WARRANTY PERIOD. IN NO EVENT SHALL A BREACH OF ANY WARRANTY GIVE RISE TO A CLAIM FOR DAMAGES AGAINST CSA. THE WARRANTIES CONTAINED OR REFERENCED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS, AND ALL SUCH OTHER WARRANTIES, INCLUDING ANY RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR ANY METER READ COLLECTION METHOD PROVIDED BY CSA, ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE OR SERVICES UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE LISTED ITEMS.

7. LIMITATION OF LIABILITY.

7.1 CSA SHALL NOT BE LIABLE (I) FOR BODILY INJURY (INCLUDING DEATH) OR TANGIBLE PROPERTY DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) FOR LOSS OF REVENUE OR PROFIT, LOSS OR CORRUPTION OF DATA, OR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES OR THE USE OF OR INABILITY TO USE ANY PRODUCTS, REGARDLESS OF THE LEGAL THEORY ON WHICH A CLAIM MAY BE BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 CSA'S LIABILITY ON ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY OTHER AGREEMENTS ENTERED INTO IN CONNECTION THEREWITH, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, SHALL NOT EXCEED IN AN AGGREGATE AMOUNT THE SUM OF (A) IF CUSTOMER PURCHASED ANY PRODUCTS, THE TOTAL PURCHASE PRICE PAID BY CUSTOMER (OR THE LEASING COMPANY IF LEASING) TO CSA FOR THE PRODUCTS SUBJECT TO THE CLAIM, AND (B) AS TO ALL OTHER LIABILITY OF CSA, CHARGES PAID OR PAYABLE BY CUSTOMER FOR THE PRODUCTS OR SERVICES SUBJECT TO THE CLAIM FOR SIX (6) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM IS MADE. SHOULD CUSTOMER HAVE PREPAID ANY AMOUNT FOR SERVICES SUBJECT TO THE CLAIM,



SUCH AMOUNT SHALL BE AMORTIZED OVER THE APPLICABLE TERM OF SAID SERVICES AND CSA'S LIABILITY SHALL BE LIMITED TO SIX (6) MONTHS OF SUCH AMORTIZED PAYMENTS.

- 8. DATA. You acknowledge that the hard drive(s) on the Equipment, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("HD Data"). You acknowledge that CSA is not storing HD Data on your behalf and that exposure or access to the HD Data by CSA, if any, is purely incidental to the services performed by CSA. You are solely responsible for the HD Data. The Equipment contains various security features that you can utilize. Upon your request, CSA will work with you to provide information regarding your options and offer services to assist you. Such services may result in additional charges. The terms of this Section shall solely govern as to HD Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA that could be construed to apply to HD Data.
- **9. SECURITY**. As security for the payment of all amounts due for the acquisition of the Listed Items, you hereby grant to CSA a security interest in the Listed Items. To the extent permitted by applicable law, you hereby authorize CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Listed Items.
- **10. WARRANTY OF BUSINESS PURPOSE.** You represent and warrant that the Listed Items will not be used for personal, family or household purposes.
- 11. CUSTOMER DEFAULT. You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, any Rider or Schedule (including making prompt payments of amounts not subject to a good faith dispute) or the CFS Lease. CSA may suspend providing Listed Items under this Agreement in whole or in part until any delinquent payment is received by CSA (or CFS as applicable), and You agree that any such suspension shall not in and of itself be deemed a termination of this Agreement. If an overdue payment under this Agreement or any Rider or Schedule is disputed in good faith within thirty (30) days after its due date, you shall pay all undisputed amounts and promptly make a good faith effort to resolve such dispute with CSA. In the event of your default, CSA may, without limiting its other rights and remedies available under applicable law and this Agreement, require you to pay all charges then due but unpaid, including any applicable late charges and liquidated damages.
- 12. CHOICE OF LAW AND FORUM. THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS YOU COMMENCE AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE COUNTY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM.
- 13. LIMITATION OF ACTIONS, CLASS WAIVER AND JURY TRIAL WAIVER. ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. CUSTOMER AGREES THAT ANY CLAIM IT ASSERTS AGAINST CSA SHALL BE ASSERTED ON AN INDIVIDUAL BASIS ONLY. CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO ASSERT ANY CLAIM AGAINST CSA AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OR GROUP. THE PARTIES IRREVOCABLY



WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM UNLESS CUSTOMER RESIDES IN A STATE IN WHICH A WAIVER OF A RIGHT TO A JURY TRIAL IS UNENFORCEABLE AS A MATTER OF THAT STATE'S PUBLIC POLICY.

- 14. ENTIRE AGREEMENT; MASTER AGREEMENT OVERRIDING CONTRACT TERMS AND VOUCHERS. This Agreement, together with all Riders, Schedules, and Addenda now and hereafter entered into and any related CSA credit application, constitute the entire agreement between the Parties with respect to the furnishing of the Listed Items and the performance of the Services, superseding all previous proposals and agreements, oral or written; and any default by Customer under any part of this Agreement shall constitute a default of the entire Agreement. If the Customer Information Face Page references a master agreement (which may be a separate master agreement entered into between Customer, or an affiliate of Customer, and CSA), or if a Schedule references an overriding contract (an "OC" meaning a group purchasing or cooperative or governmental agreement under which Customer is an eligible participant) or a master agreement between you (or one of your affiliates) and CSA, then the terms of such OC or master agreement shall apply to the extent applicable to the transactions contemplated by this Agreement, and the terms of this Agreement shall apply only to the extent not inconsistent with the terms of such OC or master agreement. Notwithstanding any other provision in this Agreement to the contrary, if the Listed Item you are purchasing is designated as a "Voucher" on your Order Schedule, the following terms shall govern: "You have been referred to an independent third party (the "Provider") by CSA for certain products and services (collectively "Provider Services"). CSA is authorized and compensated to refer prospective customers to the Provider. Provider Services are not eligible for any warranty or maintenance under this Agreement. You acknowledge and agree that: (i) The Provider will provide the Provider Services to you pursuant to an agreement(s) between you and the Provider ("Provider Agreement"); (ii) CSA shall have no obligation or liability for the Provider Services or under the Provider Agreement; (iii) You shall look solely to the Provider as to any claim or cause of action arising from the Provider Agreement or the Provider Services; (iv) you waive your rights to bring any such claim or cause of action against CSA; and (v) should you desire to enter into a Lease for the Voucher from Canon Financial Services, Inc. ("CFS") the terms of Rider G between you and CFS shall solely govern as to the matters contained therein.
- 15. CSA DEFAULT. Customer may terminate its use of Products or Services in the event that CSA materially fails to perform its obligations under this Agreement, provided that any such termination shall only apply to the Products or Services subject to the default, and shall only be effective upon not less than thirty (30) days' prior written notice from Customer to CSA specifying the default, and provided that CSA has not materially cured such default or provided Customer reasonable assurance that such default shall be materially cured, prior to the effective date of termination. For the avoidance of doubt, no such termination shall affect Customer's obligations with respect to the Lease.

16. REPRESENTATIONS AND AMENDMENTS.

16.1 NO REPRESENTATION OR STATEMENT NOT CONTAINED IN THE DOCUMENTS POSTED ON CSA'S CUSTOMER PORTAL (ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS) AS OF THE DATE OF A SCHEDULE SHALL BE BINDING UPON CSA AS A WARRANTY OR OTHERWISE, NOR SHALL THIS AGREEMENT BE MODIFIED OR AMENDED, EXCEPT BY AN ADDENDUM SIGNED BY YOU AND AN AUTHORIZED REPRESENTATIVE OF CSA.

16.2 NOTWITHSTANDING THE FOREGOING, A PROVISION OF THIS AGREEMENT MAY ALSO BE AMENDED BY A WRITTEN NOTIFICATION FROM CSA TO YOU AT YOUR EMAIL ADDRESS LISTED ON THE CUSTOMER INFORMATION FACE PAGE (OR AS YOU SUBSEQUENTLY MODIFY IN WRITING), SETTING FORTH THE AMENDED PROVISION(S), WHICH SHALL BE DEEMED ACCEPTED BY YOU EFFECTIVE THIRTY (30) DAYS AFTER NOTIFICATION (OR SUCH LATER



DATE SPECIFIED IN THE NOTIFICATION) (THE "CHANGE DATE"), UNLESS YOU ELECT, WITHIN SUCH THIRTY (30) DAY PERIOD, TO PROVIDE WRITTEN NOTICE THAT YOU OBJECT TO SUCH AMENDMENT, IN WHOLE OR IN PART, IN WHICH CASE THE PARTIES SHALL NEGOTIATE ANY SUCH AMENDED PROVISIONS IN GOOD FAITH. THE AMENDED PROVISIONS SHALL ONLY APPLY TO SCHEDULES ISSUED AFTER THE CHANGE DATE AND SHALL NOT AFFECT ANY ADDENDA, WHICH SHALL CONTROL.

- 17. MISCELLANEOUS. This Agreement shall be binding on you upon our receipt of your signature on the Customer Information Face Page and, as to each Schedule, on the date we receive your signature thereon. Each Schedule shall be binding on CSA upon delivery of the Listed Item or commencement of performance by CSA under such Schedule. Title to or licensing of (as applicable) any Listed Items shall pass or be granted to you or the Leasing Company only upon full required payment to CSA therefor. All provisions of this Agreement which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. You acknowledge that neither CSA nor any of its agents or representatives has made any promise, representation, or warranty as to the Listed Items, or anything affecting or relating to this Agreement, except as specifically set forth in this Agreement, and you acknowledge that you have not executed or authorized the execution of this Agreement in reliance upon any such promise, representation, or warranty. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth in this Agreement. No Lease between you and the Leasing Company with respect to any Listed Items shall be binding on CSA in any respect or affect your rights or CSA's obligations hereunder. You agree to dispose of all opened consumables and supplies in accordance with applicable law and regulations, and product handling instructions. CSA is and shall at all times be an independent contractor and shall not be deemed your employee or agent. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Parties. ANY PURCHASE ORDER UTILIZED BY YOU (WHETHER OR NOT REQUIRED) SHALL BE FOR YOUR ADMINISTRATIVE CONVENIENCE ONLY, AND ANY TERMS THEREIN WHICH CONFLICT WITH, VARY FROM, OR SUPPLEMENT THE PROVISIONS OF THIS AGREEMENT SHALL BE DEEMED NULL AND VOID. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. A failure of either Party to exercise any right provided for herein shall not be deemed a waiver of any right under this Agreement. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent shall be void; except that you may assign to your Leasing Company your right to acquire the Listed Items and your warranty rights with respect thereto, but your other rights hereunder are not assignable to the Leasing Company and such assignment shall not relieve you of any of your obligations hereunder (including your obligation to pay for Listed Items). You agree that CSA may accept an electronic image of this Agreement as an original, and that digital and/or electronic copies of your signature will be treated as an original for all purposes.
- 18. NOTICES. YOU ACKNOWLEDGE THAT CSA SHALL SEND NOTICES BY REGULAR MAIL TO THE PHYSICAL ADDRESS, AND/OR BY EMAIL TO THE EMAIL ADDRESS ON THE CUSTOMER INFORMATION FACE PAGE. TO BE EFFECTIVE, ALL NOTICES TO CSA CONCERNING CANCELLATION, BREACH, DEFAULT, ASSIGNMENT, INDEMNITY, NON-RENEWAL, CHANGE OF YOUR ADDRESS OR EMAIL ADDRESS FOR NOTICES, OR ANY OTHER DEMAND OR CLAIM AGAINST CSA MUST BE IN WRITING DETAILING ALL SUCH ISSUES, AND SENT TO CSA VIA COURIER OR CERTIFIED MAIL, TO: 300 COMMERCE SQUARE BLVD., BURLINGTON, NEW SERVICE, **JERSEY** 08016 ATTN: CUSTOMER OR SENT BY **EMAIL** CUSTOMERCARE@CSA.CANON.COM; WITH A COPY OF ANY NOTICE OF DEFAULT, BREACH, REQUEST FOR INDEMNITY, OR ANY OTHER DEMAND OR CLAIM AGAINST CSA, SENT TO CSA VIA COURIER OR CERTIFIED MAIL, TO SENIOR VICE PRESIDENT, LEGAL, CANON SOLUTIONS



AMERICA, INC., ONE CANON PARK, MELVILLE, NEW YORK, 11747, OR SENT BY EMAIL TO LEGAL@CSA.CANON.COM.

- 19. PRIVACY. The CSA Privacy Statement describes the information we collect from you, either online through this website or any of the products, services, solutions, software, websites, subsites, interactive features, forms, mobile and social media pages offered, owned, or operated by CSA, or your interaction with CSA agents, contractors or employees or subsites, whether accessed online via computer, tablet, mobile device or any other technology or device now known or hereafter developed, or offline, and how that information will be used. The CSA Privacy Statement is provided at the link at the bottom of the Customer Contracting Portal, https://ess.csa.canon.com/customerdocuments; and shall govern as to the matters contained therein unless specifically modified by this Agreement.
- 20. FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the COVID-19 pandemic), quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or a generalized lack of availability of Products and Services or parts and supplies therefore, raw materials or energy. For the avoidance of doubt, Force Majeure shall not limit your obligation to make payment(s) for delivered Products or performed Services. Once causes for such Force Majeure are rectified and remedied, both Parties agree to resume performance of this Agreement.



RIDER A

CANON OFFICE DEVICES AND CUT SHEET PRODUCTION MAINTENANCE TERMS

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER A SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

"Equipment" for purposes of this Rider A shall mean Canon branded office devices (and not Large Format equipment covered under Rider F nor printers covered under Rider E). CSA may provide Maintenance and/or consumables for Non-Canon branded devices if so designated on the Order Schedule, and such devices shall be considered "Equipment" hereunder, otherwise they shall be provided by the manufacturer as set forth in their applicable documentation.

1. MAINTENANCE / TERM / CHARGES.

- a. If Maintenance for Equipment is indicated on its Order Schedule, it shall mean that CSA will keep the Equipment in good working order subject to the terms of this Agreement. Maintenance shall include emergency break fix service, routine preventative maintenance, including inspection, adjustment, parts replacement, drums, and cleaning material required for proper Equipment operation. Maintenance shall start on the date (the "Start Date") of installation for newly installed Equipment (inclusive of standard embedded Firmware) with consumables inclusive service. For newly installed Equipment under Equipment warranty and without consumables inclusive service, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The Start Date is stated on the Order Schedule for all previously placed Equipment.
- b. The initial term of Maintenance is set forth on the Order Schedule, and thereafter shall renew for successive 12 month renewal terms unless either Party gives written notice of non-renewal at least 30 days prior to the expiration of the then-current term. The renewal charges shall be reflected on the invoice for the first billing cycle of the renewal period. If you do not agree to the change in renewal charges, you can reject the change by sending notice in accordance with Section 18 of the General Terms. Customer may, without penalty, cancel maintenance during any renewal period upon 30 days advance written notice to CSA. Once cancelled, CSA will cease all Maintenance at the end of the Term or renewal term, or the effective date of such cancellation, as applicable. CSA does not provide refunds or credits for any partial terms, except as expressly stated on the Order Schedule.
- c. Unless otherwise set forth in an Order Schedule, Service Charges shall start billing and Customer shall start payment upon the completion of installation. Maintenance Base Charge(s) and Per Image Charge(s) as listed on the applicable Order Schedule (collectively "Service Charges") are billed for full calendar month periods, with Maintenance Base Charge(s) billed in advance and Per Image Charge(s) billed in arrears.
- d. The meter shall record a quantity of 1 image for each image printed on media sizes up to 13" x 19", and two images for any larger media. For Long Sheet images, defined as images printed on media longer than 19", there will be an additional Per Image Charge as set forth on the Order Schedule. If you are making Long Sheet images and there is no such charge on the Order Schedule, CSA will invoice you for such charges at our standard rate and you agree to pay same. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media longer than 14". For devices containing more than 1 meter, you will be invoiced for the total number of images recorded on all meters at the interval (e.g. monthly, quarterly, etc.) and pricing indicated on the Order Schedule.
- e. If the Order Schedule is for a Fixed Price Plan charges shall not increase during the initial term, and if for a Standard Price Plan charges are subject to an annual increase up to 10% (as determined by CSA in its sole discretion) either (i) on each anniversary of the start date or (ii) once in each calendar year if you have selected the Aggregate Coverage Plan. Notwithstanding the foregoing and for purposes of clarity, with respect to



transactions where CFS invoices the Maintenance Base Charge, such annual increase shall be applied only to the Excess Per Image Charge and shall exclude the Maintenance Base Charge.

- f. Aggregate and Fleet Plans. If Aggregate plan is indicated in the Equipment Maintenance Information Section on an Order Schedule, the Maintenance Base Charge and the Covered Images listed on the first page of the Order Schedule apply to all of the Equipment on that Order Schedule, unless otherwise indicated. When Fleet Plan is indicated in the Equipment Maintenance Information Section on an Order Schedule, the Maintenance Base Charge and the Covered Images listed on the first page of the Order Schedule apply to all of the Equipment ordered on the current Schedule and other Order Schedules referencing Fleet plan for the Equipment.
- g. If the Listed Items on an Order Schedule are added to an existing Fleet Coverage Plan under a previous Order Schedule or contract between you and CSA, (i) the fleet shall include the equipment listed under the previous Order Schedule or contract, and all other Order Schedules or contracts for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous Order Schedules or contracts.
- h. If the Listed Items on an Order Schedule are added to an existing Aggregate Coverage Plan under a previous Order Schedule or contract between you and CSA, the Covered Images shall apply to all of the Equipment on the Order Schedule, unless otherwise indicated, plus the listed items under previous Order Schedule(s) or contract (s), and all other Order Schedules or contracts for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues.
- i. If the Per Unit is indicated in the Equipment Maintenance Information Section on an Order Schedule, the Maintenance Base Charge and the Covered Images listed in each Section of the Order Schedule shall apply on a per unit basis for the Equipment listed in that Section.
- j. If image dependent service is selected, there shall be no Per Image Charges; however, the then-current term shall terminate at the end of the number of months specified on the Order Schedule or on the date when the images made exceed the maximum covered images specified on the Order Schedule, whichever event occurs sooner.
- k. Unless otherwise indicated in an Order Schedule, you authorize CSA to use networked features of the Equipment and remote reporting software ("Remote Reporting Agent") to obtain meter readings, receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. You also authorize CSA to accept on your behalf, and you agree to comply with, any licenses, terms of use and services, and privacy statements, which, unless otherwise agreed in writing by CSA, shall solely control as to the matters contained therein, including those pertaining to any personal data you may have shared in connection with the use of the Remote Reporting Agent. For example, CSA utilizes the Canon Universal Gateway 2 ("UGW2") as a Remote Reporting Agent through the UGW2 website, and the above authorization shall apply to the UGW2 Terms of Use and Terms of Service, and the UGW2 Privacy Statement.
- 2. CUSTOMER SATISFACTION POLICY. If you are not satisfied with the performance of your Equipment, upon your written request, CSA in its sole discretion will repair or replace the Equipment with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the Equipment to good working order in accordance with the terms of this Agreement. If a replacement unit of Equipment is provided, the replaced unit shall be removed from the Lease and the replacement unit shall be deemed a "Listed Item" under the Lease and for the Lease and all other purposes of this Agreement. This policy shall pertain to Canon Brand Equipment only and shall apply for 3 years from the date of installation or for



the initial term of any CFS Lease, if longer, provided you are not in default of this Agreement or the Lease and such Maintenance services have not been canceled or terminated.

- **3. HOURS OF OPERATION AND ACCESS TO EQUIPMENT.** Maintenance shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, excluding CSA holidays). Overtime charges, at CSA's current rates, will be charged for all Maintenance service calls outside normal business hours. You shall give CSA reasonable and safe access to the Equipment and CSA shall provide labor or routine, remedial and preventive Maintenance as well as remedial parts. CSA may terminate its Maintenance obligations for any Equipment you relocate to a site outside CSA's service territory.
- **4. ITEMS NOT COVERED UNDER MAINTENANCE.** Any work beyond the scope of this Agreement shall be invoiced in accordance with CSA's then current labor, parts and supply charges. The following items are NOT covered under Maintenance unless otherwise set forth in an Order Schedule:
 - (a) all consumable supply items not provided as part of toner inclusive service, including, without limitation, paper, staples, other media, print heads and puncher dies;
 - (b) repairs resulting from factors other than normal use including, without limitation, any willful act, negligence, abuse, accident, disaster (e.g., effects of water, wind, lightning, etc.) or misuse of the Equipment;
 - (c) repairs due to the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service problems;
 - (d) repairs to fix problems resulting from service performed by personnel other than CSA personnel;
 - (e) repairs due to use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions;
 - (f) de-installation, re-installation or relocation of Equipment;
 - (g) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment;
 - (h) work which you request to be performed outside of CSA's regular business hours;
 - (i) repair of network/system connection device, except when listed on an Order Schedule; or
 - (j) repairs due to the use of paper/media not in compliance with manufacturer's published specifications.
- **5. EXCESSIVE MAINTENANCE REQUIREMENTS.** If, in CSA's opinion, any Equipment cannot be maintained in good working order through Maintenance, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of Maintenance as to such Equipment and refund the unearned portion of any prepaid charges hereunder.
- **6. PARTS.** You disclaim any interest in parts or Equipment replaced or removed by CSA. Such parts and Equipment shall be replaced on an exchange basis and shall become the property of CSA.
- **7. CONSUMABLE INCLUSIVE (INCLUDING TONER ABUSE).** Consumable Supplies: All consumables are the property of CSA until used. Consumables Inclusive Maintenance includes replenishment of toner only (unless other consumables are specified on the Order Schedule and applicable to the unit of Equipment). Toner is supplied for exclusive use with the unit of Equipment for which it is provided. CSA may terminate the Maintenance under this Agreement if you use the consumables in a different manner. If



your use of consumables exceeds the typical use pattern (as determined solely by CSA) for these items by more than 10% of the published manufacturer specifications for conventional office image coverage, or should CSA, in its sole discretion, determine that consumables are being misused in any fashion, CSA may invoice you for such excess usage and you agree to pay for such improper or excess use. Consumable Inclusive Maintenance is predicated upon deployment of CSA's Remote Reporting Agent (see Section 1.k above), which may include Auto-Toner Replenishment. CSA may charge you a Supply Freight Fee to cover the cost of shipping consumables to you. If expiration dates are indicated on your consumable containers, you shall use the oldest container(s) first. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of Maintenance for the applicable unit of Equipment.

8. BILLING / METER COLLECTION.

- a. You agree to provide timely meter readings to CSA and to comply with the billing procedures designated by CSA. If CSA does not receive timely meter readings from you, you agree to pay invoices that reflect CSA's estimates of meter readings. CSA reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle. In accordance CSA's normal procedures and the meter read option selected.
- b. You agree that CSA shall be entitled to acquire meter readings using CSA's Remote Reporting Agent, however if it does not communicate with CSA for any reason, you agree to timely provide manual meter readings.
- c. You may also use the myCSA website to provide meter readings, in which case you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CSA may change your meter read options from time to time upon 60 days' notice.
- **9. FIRMWARE**. For Equipment covered under Maintenance or an applicable warranty, CSA shall make available to you from time to time upgrades and bug fixes for the Firmware when provided by the manufacturer or developer. Such upgrades and bug fixes shall be installed remotely as set forth in Section 1.k. however should the remote installation fail for any reason, or you require assistance from CSA, additional charges may apply.
- **10. APPLICATION SOFTWARE AND SOFTWARE SUPPORT CONTRACTS**. If you have acquired any application Software and/or Software Support Contracts, these Listed Items shall be governed by the terms and conditions of Rider C.
- **11. DEFAULT.** In addition to the remedies set forth in the General Terms, should you default in your obligations under this Rider A or cancel Maintenance prior to the end of its initial term, you shall pay an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges for such Maintenance. You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.



RIDER G MASTER LEASE TERMS

CFS -1133 (05/22)

CANON FINANCIAL SERVICES, INC.

14904 Collections Center Dr.

Chicago, Illinois 60693

(800) 220-0200

THESE MASTER LEASE TERMS (the "Lease Terms") apply to any schedule incorporating these Lease Terms by reference whether designated as a "Lease Schedule- Itemized," a "Lease Schedule - Blended" or otherwise (in any case, a "Lease Schedule") entered into by and between Canon Financial Services, Inc. ("CFS") and the customer identified in such Lease Schedule ("Customer) from time to time for the lease or rental, as applicable, to Customer of the Equipment (as defined below) supplied by Canon Solutions America, Inc. ("CSA") and described in such Lease Schedule. Each Lease Schedule referring to these Lease Terms will constitute a separate agreement for the lease of the equipment described therein and shall incorporate these Lease Terms.

- 1. AGREEMENT: CFS leases to Customer and Customer leases from CFS all the equipment described in any Lease Schedule signed by Customer and accepted by CFS, together with all replacement parts and substitutions for and additions to such equipment (the "Equipment"), and licenses of software, if applicable, ("Listed Software") with such Equipment and Listed Software collectively referred to as (the "Listed Items"), upon the Lease Terms.
- 2. TERM OF SCHEDULE: Each Lease Schedule shall be effective on the date the Equipment is delivered to Customer, provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. Any such acceptance is irrevocable. If Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of any non-acceptance, specifying the reasons therefor and specifically referencing the relevant Lease Schedule, Customer shall be deemed to have irrevocably accepted such Equipment. The term of each Lease Schedule begins on the date accepted by CFS or any later date that CFS designates, and shall consist of the payment period specified on such Lease Schedule and any renewal periods. After acceptance of the Equipment covered by any Lease Schedule, Customer shall have no right to revoke such acceptance or cancel such Lease Schedule during the term indicated thereon. The term of any Lease Schedule shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer under such Lease Schedule have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof, or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms thereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term. As between CFS and Customer only, these Lease Terms shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order.
- 3. PAYMENTS: Customer agrees to pay to CFS, as invoiced, during the term of each Lease Schedule, (a) the lease or rental payments specified on the respective Lease Schedule, and (b) such other amounts permitted thereunder or in these Lease Terms as invoiced by CFS ("Payments"). The amount of each Payment and the End of Term Purchase Option specified on each Lease Schedule ("Purchase Option") are based on CSA's best estimate of the cost of the Equipment and any related services and supplies, including any sales and use tax. Customer authorizes CFS to adjust such Payments and Purchase Option prices by up to fifteen percent (15%) if the actual total cost of the Equipment and any related services and supplies, including any sales or use tax, is more or less than originally estimated. CSA has the right to increase service charges subject to the following: (1) If a Lease Schedule indicates a "Fixed" Price Plan, all base copy charges (if any) and all Per Image Charges shall be Fixed for the initial term and shall be subject to increase after the initial term on each anniversary of the Commencement Date thereafter; (2) If a Lease Schedule indicates a "Standard" Price Plan, a) the Base Charges related to copy charges (if any) shall be subject to increase after the initial term on each anniversary of the Commencement Date; and b) the Per Image Charge shall be subject to increase annually on each anniversary of the Commencement Date: and (3) The aforementioned increases in service charges shall not exceed fifteen percent (15%) of such charges which were in effect immediately prior to such price increase. Customer agrees to advise CSA of the meter readings for the Equipment upon request. Customer shall remit all Payments hereunder directly to CFS at 14904 Collections Center Drive, Chicago, Illinois 60693, unless otherwise directed by CFS. Customer's obligation to pay all amounts due under a Lease Schedule or these Lease Terms and all other obligations thereunder and hereunder is absolute and unconditional and is not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever. If Customer fails to pay any sum to be paid by Customer to CFS under any Lease Schedule on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twentyfive dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies under any Lease Schedule or in enforcing any of the Lease Terms or any Lease Schedule, including without limitation reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. Customer agrees that CFS may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder. In no event shall any amount paid in advance earn interest except where required by applicable law.
- 4. NO CFS WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED OR RENTED "AS IS" AND IS OF A SIZE, DESIGN.

AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. So long as Customer is not in breach or default of any Lease Schedule, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY LEASE TERM OR ANY LEASE SCHEDULE, OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASE TERMS, ANY LEASE SCHEDULE, OR THE EQUIPMENT, ON BEHALF OF CFS.

- 5. USE; LOCATION; LIENS; PERSONAL PROPERTY; FINANCING STATEMENTS: Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer shall not move the Equipment from the location specified on the applicable Lease Schedule except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth in the respective Lease Schedule), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or jurisdiction of organization).
- **6. INDEMNITY:** Customer shall indemnify and defend CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, injuries, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) caused by the Equipment, including, without limitation, arising from or related to the storage, transmission or destruction of Data. This Section shall survive termination of any and all Lease Schedules.
- 7. MAINTENANCE: Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions for and to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the Lease Terms. If a Lease Schedule includes payments for service and supplies, CSA is responsible for providing the service and supplies described in the Lease Schedule in accordance with CSA's terms and conditions, of which Customer acknowledges receipt. Unless otherwise indicated on a Lease Schedule, Customer authorizes CSA to use networked features of the Equipment and remote reporting software ("Remote Reporting Agent") to obtain meter readings, receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. Customer also authorizes CSA to accept on Customer's behalf, and Customer agrees to comply with, any licenses, terms of use and services, and privacy statements, which, unless otherwise agreed in writing by CSA, shall solely control as to the matters contained therein, including those pertaining to any personal data Customer may have shared in connection with the use of the Remote Reporting Agent. For example, CSA utilizes the Canon Universal Gateway 2 ("UGW2") as a Remote Reporting Agent through the UGW2 website, and the above authorization shall apply to the UGW2 Terms of Use and Terms of Service, and the UGW2 Privacy Statement. Customer acknowledges that the charges set forth on the Lease Schedule are contingent on the continued use of Remote Reporting Agent during the term. If CSA does not receive timely meter readings from Customer, Customer shall pay invoices that reflect CSA's estimates of meter readings. CSA or CFS may verify the accuracy of any meter readings from time to time and invoice Customer for any shortfall in the next invoice. Customer shall use reasonable care in handling and operation of the Equipment. CSA shall have the right to substitute equivalent Equipment at any time during the term of a Lease Schedule in connection with any replacement of the Equipment by CSA. Customer acknowledges that CFS will not be responsible for any service, repairs, or maintenance of the Equipment, whether provided for in the Lease Terms, the applicable Lease Schedule, or in any other agreement between CSA and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof. Customer shall continue to pay all charges due under the applicable Lease Schedule without deducting or withholding any amounts.
- 8. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses, or charges, as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses, and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such

personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer and that the payment of such taxes is an administrative act. For each Lease Schedule commenced incorporating these Lease Terms, Customer shall pay to CFS a documentation fee in the amount of \$85.

- 9. LOSS; DAMAGE; INSURANCE: Customer shall bear the entire risk of loss, theft or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under the Lease Terms or any Lease Schedule. In the event of damage to any item of Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the Lease Terms), or (b) pay CFS the Remaining Lease Balance. Customer, at its sole cost and expense, shall, during the term hereof obtain and maintain property and liability insurance in form, amount, and with companies satisfactory to CFS. Each policy of insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days written notice before the policy in question shall be materially altered or canceled. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the Remaining Lease Balance on the applicable Lease Schedule. The "Remaining Lease Balance" shall be the sum of: (i) all Payments then owed and outstanding; (ii) the present value of all remaining Payments: (iii) the Purchase Option price of the Listed Items indicated on the Lease Schedule plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value under any Lease Schedule, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If Customer fails to provide proof of insurance, CFS may, but is not required to obtain insurance covering CFS' interests, and charge the Customer for the costs of such insurance, and an administrative fee. CFS and any of its affiliates may make a profit on the foregoing.
- 10. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under all Lease Schedules: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under any Lease Schedule, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) if Customer or any Guarantor who is a natural person dies.
- 11. REMEDIES: Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) require Customer to immediately pay all unpaid Payments under any Lease Schedule (whether or not then due) and other amounts due under any and all Lease Schedules, with CFS retaining title to the Equipment; (b) to terminate any and all Lease Schedules with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and (i) retain such Equipment and all Payments and other sums paid under all Lease Schedules, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (A) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (B) shall have no duty to prepare or process the Equipment prior to sale; (C) may disclaim warranties of title, possession, quiet enjoyment and the like; and (D) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under the applicable Lease Schedule. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.
- 12. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE ANY LEASE SCHEDULE IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer any Lease Schedule. Customer agrees that if CFS transfers any Lease Schedule, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.
- 13. RENEWAL; RETURN: Except in the case of a Lease Schedule containing a \$1.00 Purchase Option, each Lease Schedule automatically renews under the same terms and conditions on a month-to-month basis if Customer fails to give CFS 60 days' prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless a Lease Schedule automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Lease Schedule terminates in good operating condition, ordinary wear and tear resulting from proper use excepted, at Customer's sole cost and expense to a location specified by CFS, and shall reimburse CFS for any costs incurred to place the Equipment in good operating condition. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment.

- **14. PURCHASE OPTION:** A) END OF TERM PURCHASE OPTION. At the end of any term, Customer shall give CFS 60 days' irrevocable prior written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the Purchase Option plus any costs. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon 60 days' irrevocable prior written notice, purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus costs. "Fair Market Value" shall be CFS' retail price when Customer purchases the Equipment. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.
- **15. DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. The Equipment contains various security features that Customer may utilize in this regard. Customer should contact CSA for further information. CSA will work with you to provide information regarding your options and offer services to assist you. Please note that such services may result in additional charges. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of the Lease Terms or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, CSA and CFS applies, or could be construed to apply to Data.
- **16. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under the applicable Lease Schedule, in inverse order of maturity, and any excess shall be refunded. If any Lease Schedule is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under the Lease Terms and such Lease Schedule.
- 17. UCC ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT EACH LEASE SCHEDULE IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A"), AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.
- **18. WAIVER OF OFFSET:** The lease created by each Lease Schedule is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the dealer, supplier, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under each Lease Schedule and these Lease Terms and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.
- 19. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: EACH LEASE SCHEDULE SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER EACH LEASE SCHEDULE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION OF ANY LEASE SCHEDULE, AND CFS, BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS UNLESS CUSTOMER RESIDES IN A STATE IN WHICH A WAIVER OF A RIGHT TO A JURY TRIAL IS UNENFORCEABLE AS A MATTER OF THAT STATE'S PUBLIC POLICY.
- 20. MISCELLANEOUS: All notices required or permitted under the Lease Terms or any Lease Schedule shall be sufficient if delivered personally, sent via electronic transmission, or mailed to such party at the address set forth in an applicable Lease Schedule, or at such other address as such party may designate in writing from time to time. Any notice deposited in the mail shall be effective after it has been received. Customer's representations, warranties, and covenants under each Lease Schedule shall survive the delivery and return of the respective Equipment. Any provision of the Lease Terms which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Lease Terms. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information on a Lease Schedule including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, each Lease Schedule (incorporating the Lease Terms by reference) contains the entire arrangement between Customer and CFS with respect to such Lease Schedule and no modifications thereof shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept an electronic transmission of any Lease Schedule or any Acceptance Certificate as an original, and that electronically transmitted copies of Customer's signature will be treated as an original for all purposes. If the Lease Schedule references an existing master agreement between Customer and CFS (the "Existing Master CFS Lease") and to the extent applicable to the transactions contemplated by the Lease Schedule, then the terms of the Existing Master CFS Lease shall control over the Lease Terms for so long as the Existing Master CFS Lease remains in effect.

21. APPROVED AFFILIATES AND APPROVED SUBSIDIARIES: From time to time, affiliates and subsidiaries of Customer that meet CFS' credit underwriting standards then in effect (each, an "Approved Affiliate" or "Approved Subsidiary") may enter into Lease Schedules hereunder on the same terms and conditions as if each such Approved Affiliate or Approved Subsidiary was the Customer hereunder. Each of Customer and each Approved Affiliate or Approved Subsidiary shall be jointly and severally liable for the obligations under the Schedule(s) entered into by it pursuant to this Agreement.

22. FISCAL FUNDING (if applicable): This Section 22 shall only apply if "Fiscal Funding" is designated on the Lease Schedule. Customer warrants that it has funds available to pay Payments payable pursuant to the Lease Schedule until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of the term of Lease Schedule. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under the Lease Terms and any Lease Schedule. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with each Lease Schedule, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Lease Schedule; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under the Lease Schedule. In the event Customer returns the Equipment pursuant to the terms of the Lease Schedule, CFS shall retain all sums paid by Customer. Customer's Payment obligations under each Lease Schedule in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in the Lease Terms shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for each Lease Schedule and the Equipment.