



CANON FINANCIAL SERVICES, INC.  
Remittance Address: 14904 Collections Center Dr.  
Chicago, Illinois 60693 800-220-0200

## State and Local Agreement

Contract No:

Customer Billing and Contact Information	Equipment Installation Information
Customer Full Legal Name: <u>VILLAGE OF OAK PARK</u>	Customer Full Legal Name: <u>VILLAGE OF OAK PARK</u>
DBA: _____	DBA: _____
Contact Name: <u>MICHAEL KOPERNIAK</u>	Contact Name: <u>MICHAEL KOPERNIAK</u>
Contact Phone: <u>708-358-5724</u> Email: _____	Contact Phone: <u>708-358-5724</u> Email: _____
Address: <u>201 SOUTH BLVD</u>	Address: <u>201 SOUTH BLVD</u>
Address: _____	Address: _____
City: <u>OAK PARK</u> County: <u>COOK</u>	City: _____ County: <u>COOK</u>
State: <u>IL</u> Zip: <u>60302</u>	State: <u>IL</u> Zip: <u>60302</u>
Federal Tax ID#	

Contract and Payment Terms					
Rental Payment	Rental Term In Months	Number of Payments	Billing Cycle Mo / Qtrly / Semi-Ann / Ann.	End of Term Purchase Option	For equipment detail, please see the equipment description exhibit A.
\$856.73	60	60	Monthly	FMV	


**IMPORTANT: All Rental Payments will be adjusted to include applicable taxes.**

**Dear Customer: This Contract is written in simple and easy to read language. The words YOU and YOUR refer to the Customer as the Lessee. The words WE, US and OUR refer to the Lessor, Canon Financial Services, Inc.**

1. CONTRACT: We agree to rent to you and you agree to rent from us the equipment, software and services ("Equipment") listed above or identified in any attached equipment schedule ("Contract"). You promise to pay us the Rental Payments according to the terms of the payment schedule shown above or on any equipment schedule hereto. The Equipment will be used for business and/or commercial purposes and will not be used for personal, family or household purposes.
2. START OF CONTRACT; DUE DATE OF RENTAL PAYMENTS: The rental term ("Rental Term") shall be for the period specified herein and shall start when the Equipment is ready for commercial operation, but in no event later than 30 days after delivery of the Equipment ("Rental Start Date"). You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. For the Rental Term, you agree to pay the Rental Payments for the number of payments ("Number of Payments") specified herein. The first Rental Payment will be due on the first day of the month immediately following the Rental Start Date ("Regular Payment Date") and the remaining Rental Payments will be due on the same day of each consecutive Billing Cycle thereafter for the duration of the Rental Term. You agree to remit to us the Rental Payment and all other Rental Charges when due at the address we provide to you. Rental Payments are due whether or not you are invoiced. For any payment that is not received by its due date, you agree to pay a late charge equal to a finance charge of 1.5% per month on any delinquent balance (not to exceed the maximum amount permitted by law).
3. RENTAL CHARGES. You agree to: (a) pay Rental Payments and applicable taxes when due; (b) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (c) pay all insurance premiums and other costs of insuring the Equipment; (d) reimburse us for all costs and expenses (including reasonable attorneys' fees and court costs) incurred in enforcing this Contract; and (e) pay all other costs and expenses for which you are obligated under this Contract. You agree, at our discretion, to either (1) reimburse us annually for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment, or (2) remit to us each Billing Cycle our estimate of the pro-rated equivalent of such taxes and governmental charges. We may take on your behalf, any action required under this Contract that you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check that is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

The terms of this Contract should be read carefully because only those terms in writing are enforceable. You agree to comply with the terms and conditions of this Contract and understand that this Contract cannot be cancelled or terminated by Lessee except as expressly provided herein. You certify that all the information contained in this contract and your application was correct and complete when this Contract was signed. You have selected the Equipment based on your own judgment and we have no responsibility as to the satisfactory performance or maintenance of the Equipment.

Neither the supplier nor any of its salespersons are our agent. They have no authority to speak on our behalf or make any changes to the Contract. The Contract may not be modified unless in writing and signed by both parties. By signing below, you (a) certify that you have read the entire Contract, (b) that neither we nor our representatives have made any agreements or representations except as set forth herein or in the equipment schedule and (c) you are duly authorized to execute the Contract on behalf of your organization. This Contract shall become effective and legally binding as soon as (a) it is signed by you and it is countersigned by us or (b) upon any shipment of Equipment rented pursuant to this Contract, whichever occurs first.

Customer Authorized Signature	Accepted by Lessor:
Customer Name: <u>VILLAGE OF OAK PARK</u>	Name: <u>Canon Financial Services, Inc.</u>
Authorized Signature: 	Authorized Signature: _____
Name (print): <u>CARA PAVLICEK</u>	Name (print): _____
Title: <u>VILLAGE MANAGER</u> Date: <u>3/23/16</u>	Title: _____ Date: _____

**REVIEWED AND APPROVED  
AS TO FORM**

  
**MAR 23 2016**  
**LAW DEPARTMENT**

4. **EQUIPMENT OWNERSHIP:** We are and shall remain the sole owner of the Equipment. You agree to keep the Equipment free from liens and encumbrances. The Equipment shall always remain personal property even though the Equipment may become attached or affixed to real property. If this Contract is determined to be a secured lease, you hereby grant us a security interest in the Equipment and all accessions, attachments, replacements, substitutions, modifications and additions thereto, now or hereafter acquired, and all proceeds thereof (including insurance proceeds).
5. **REPRESENTATIONS, COVENANTS:** You represent and warrant that all customer information provided in this Contract and any associated documents are true, accurate and complete. You understand and agree that the information you have provided to us about you and your organization is material to our decision to enter into this transaction with you, that you have provided us with information about you and your organization in order to induce us to enter into this transaction and that we have relied upon the information you have provided to us about you and your organization to agree to enter into this transaction. You agree to inform us in advance of any change in the status or type of your organization, state of organization, organization ID number or FEIN. Upon our reasonable request, you will provide us with recent audited financial statements and other organization documentation. You hereby represent and warrant to us that your exact legal name is as set forth on the first page of this Contract. You will not change your legal name in any respect without giving thirty-days (30) prior written notice to us.
6. **NO WARRANTIES:** WE ARE RENTING THE EQUIPMENT TO YOU "AS IS" WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP. WE ARE NOT RESPONSIBLE FOR ANY REPAIRS OR SERVICE TO THE EQUIPMENT OR ANY DEFECTS OR FAILURES IN OPERATION. We assign to you for the term of this Contract any transferable manufacturer or supplier warranties. We are not liable to you for any breach of those warranties. You agree that upon your acceptance of the Equipment, you will have no set-offs or counterclaims against us.
7. **USE, MAINTENANCE AND REPAIR.** You will keep the Equipment only at the address shown in the Contract and you will not move it from that address unless you get our prior written consent. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment solely for the purpose for which it was designed and in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records; (e) not install any accessory or device on the Equipment if such (i) is not readily removable, or (ii) will impair the originally intended function or use of such Equipment. All options, additions, repairs, parts, accessories, equipment and devices attached to the Equipment that are not readily removable, shall become our property.
8. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item from the same manufacturer reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Rental Payments and Rental Charges, (ii) the present value of all remaining Rental Payments and Rental Charges for the item, discounted at the rate of 6% per annum (or the highest rate permitted by law, whichever is higher) and (iii) the End of Term Purchase Option. We will then transfer to you all our right, title and interest in the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable.
9. **INSURANCE:** Until this Contract is paid in full and the Equipment has been returned to us, you will: (a) keep the Equipment insured for its full replacement value against all types of loss, including theft, flood and earthquake coverage, and name us as loss payee; and, (b) provide and maintain acceptable comprehensive general public liability insurance. All policies shall require the insurer to provide us at least thirty days prior written notice of any material change, cancellation or non-renewal of coverage. If you do not provide us with acceptable evidence of insurance, we may, but will have no obligation to, obtain insurance for you and add a charge to your Rental Payment which will include the premium cost and related costs.
10. **LIABILITY:** You are responsible for all losses, damage, claims, infringement claims, injuries and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend, hold harmless and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Contract, for acts or omissions that occurred during the Rental Term. You also agree that this Contract has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or this Contract. In the event of any such loss, we may increase the Rental Payments and other amounts due, to offset any loss of tax benefits.
11. **TAXES: PERSONAL PROPERTY TAX FEES:** You agree to reimburse us for applicable sales and/or use tax and all other taxes, fees, fines and penalties which may be imposed, levied or assessed by any federal, state or local government or agency which relate to this Contract, the Equipment or its use (excluding, however, any taxes based on our net income). Fines and penalties will be limited to any incurred as a result of your failure to act in accordance with federal, state and local tax laws and codes and/or the terms of this Contract. You agree to reimburse us for reasonable costs and an administrative fee incurred in collecting or paying any taxes, assessments, charges, penalties or fees. Per Section 2 above, You will be responsible for reimbursement of any Property Taxes incurred by Us.
12. **ASSIGNMENT:** You may not assign or dispose of any rights or obligations under any portion of this Contract; nor shall you sub-lease the Equipment without our prior written consent. We may, without notifying you, (a) assign this Contract or our interest in the Equipment; and (b) release information we have about you and this Contract to the manufacturer, supplier or any prospective investor, participant or purchaser of this Contract. Any such information shall be deemed confidential by the recipient and us. If we do make an assignment under subsection 12(a) above, our assignee will have all of our rights under this Contract, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.
13. **DEFAULT: DAMAGES:** If you (a) fail to make any Rental Payment or Rental Charge when due; or (b) become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you; or (c) terminate your existence by merger, consolidation, sale of substantially all your assets; or (d) default under any other agreement you have with us or our affiliates, or (e) otherwise breach any warranty, covenant or provision of this Contract, we may accelerate the remaining balance due on this Contract and demand the immediate return of the Equipment to us. If you do not return the Equipment to us within ten (10) days of our notice of your default, you will also pay the End of Term Purchase Option stated herein. We may also use any remedies available to us under the Uniform Commercial Code or any other applicable law. To the extent permitted by law, you waive (i) any notice of our repossession and/or (ii) any requirement for us to dispose of the Equipment or otherwise mitigate our damages. By repossessing any Equipment, we do not waive our right to collect the balance due on this Contract.
14. **WAIVER:** Our delay or failure to enforce our rights under this Contract will not prevent us from doing so at a later time.
15. **CHOICE OF LAW; JURISDICTION; VENUE; NON-JURY TRIAL, LIMITATION OF LIABILITY:** You and any Guarantor hereto agree that this Contract will be deemed for all purposes to be fully executed and performed in the State of New Jersey and will be governed by New Jersey law. YOU AND ANY GUARANTOR EXPRESSLY AND IRREVOCABLY AGREE (a) that any and all legal disputes whatsoever concerning this Contract, must be brought in the State or Federal courts 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, and that such courts shall have the exclusive jurisdiction and authority to resolve such disputes; (b) to submit to the jurisdiction of the State and Federal courts 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, for purposes of resolving legal disputes concerning this Contract, and to waive any and all objections to personal jurisdiction and/or to venue; and (c) to waive any right to trial by jury in legal disputes concerning this Contract. You and any Guarantor further acknowledge and agree that subsections (a) through (c) are conditions precedent to and are material inducements to our entering into this Contract with you and any Guaranty with any Guarantor. NEITHER PARTY, SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR DAMAGES SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY ANY THIRD PARTY INCLUDING YOUR CUSTOMERS, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. OUR MAXIMUM LIABILITY TO YOU FOR ANY CLAIM FOR DAMAGES RELATING TO OUR PERFORMANCE OR NON-PERFORMANCE UNDER THIS CONTRACT SHALL BE LIMITED TO THE LESSER OF \$100,000 OR THE AMOUNT PAID BY YOU FOR THE ITEM WHICH IS THE SUBJECT OF THE CLAIM.
16. **FINANCE LEASE, AMENDMENTS:** YOUR OBLIGATION TO PAY ALL AMOUNTS UNDER THIS CONTRACT IS ABSOLUTE AND UNCONDITIONAL. THIS CONTRACT IS A "FINANCE LEASE" UNDER THE UNIFORM COMMERCIAL CODE ("UCC"). THIS CONTRACT MAY NOT BE AMENDED EXCEPT IN WRITING THAT WE HAVE SIGNED. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES YOU MAY HAVE UNDER UCC 2A-508 THROUGH 2A-522, INCLUDING ANY RIGHT TO: (a) CANCEL THIS CONTRACT; (b) REJECT TENDER OF THE EQUIPMENT; (c) REVOKE ACCEPTANCE OF THE EQUIPMENT; (d) RECOVER DAMAGES FOR ANY BREACH OF WARRANTY; AND (e) MAKE DEDUCTIONS OR SET-OFFS, FOR ANY REASON, FROM AMOUNTS DUE US UNDER THIS CONTRACT. IF ANY PART OF THIS CONTRACT IS INCONSISTENT WITH UCC 2A, THE TERMS OF THIS CONTRACT WILL GOVERN.
17. **RETURN OF EQUIPMENT.** If you are in default, or you do not purchase the Equipment at the end of the Rental Term (or any annual renewal term), you shall return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and maintenance logs, in good working order and condition (except for ordinary wear and tear from normal use). The equipment shall be packed and shipped by the manufacturer or supplier, freight and insurance prepaid at your cost and risk. In addition, you shall pay an inspection, restocking and handling fee of \$250, not to exceed the maximum permitted by law, as reasonable compensation for our costs in processing returned equipment. You will pay us for any loss in value resulting from your failure to maintain the Equipment in accordance with this Contract, missing components, or for damages incurred in shipping and handling.
18. **UCC FILINGS:** You authorize us to file UCC financing statements, and any amendments thereto, to show our interest in the Equipment and any proceeds. You authorize us to insert or correct missing information on this Contract, including contract number, your legal name, serial numbers, Equipment location, and any information describing the Equipment.
19. **MISCELLANEOUS:** You agree that any Purchase Order issued to us covering the Equipment or Contract, is issued for purposes of authorization and your internal use only, and none of its terms and conditions shall modify this Contract. Once you sign this Contract, you may deliver the signed Contract to us by facsimile or electronic transmission. By delivering the signed Contract to us by facsimile or electronic transmission, you intend and agree that such facsimile or electronic transmission shall constitute an original of the Contract, shall be legally binding on you as if the Contract were manually signed by you and personally delivered to us, shall be the best evidence of the Contract and shall be admissible in any legal proceeding. We shall have no duty or obligation whatsoever to verify or inquire as to the validity, execution, signor's authority or any other matter concerning the propriety of the



facsimile or electronic transmission. The Contract may not be modified or amended except in writing signed by both parties. Notices, requests or other communications required under the Contract to be sent to either party shall be in writing and shall be hand, overnight courier or certified mail. You agree to service of process by certified mail at your address above in connection with any legal action brought by Océ. If any provision of this Contract is unenforceable, invalid or illegal, the remaining provisions will continue to be effective.

20. **END OF TERM OPTIONS.** At the end of the Rental Term and upon 90 days prior written notice to us, you shall either (a) return all of the Equipment in accordance with Section 17 above, or (b) purchase all of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY, for the End of Term Purchase Option price stated herein, plus applicable sales and other taxes. If we do not receive 90 days prior written notice, this Contract shall automatically be renewed for a non-cancelable renewal term of one-year, and you shall pay us the same Rental Payments and Rental Charges applicable during the Rental Term. In this Contract if the End of Term Purchase Option is FMV, the "FMV" or "Fair Market Value" of the Equipment means its fair market value at the end of the Rental Term, assuming good order and condition (except for ordinary wear and tear from normal use), as reasonably estimated by us.

21. **COST PER IMPRESSION PROGRAM** (if applicable): As part of the Rental Payment, you are entitled to a Copy Allowance of the number of impressions specified herein. If the PER FOOT PRICING option has been selected; all Print Charges will be billed on a per foot basis, with each linear or square foot equal to one impression. We are acting solely as an administrative agent for the supplier, Canon Solutions America, Inc., in the billing and collection of these Print Charges. Additional charges for the Cost per Impression program may be invoiced for the following: (a) if you use more than the Copy Allowance in a given period, you will pay an additional charge and such charge will be invoiced by and payable to Canon Solutions America, Inc.; (b) if Canon Solutions America, Inc. determines that you have used more than 10% over the manufacturer's recommended specification for supplies, you agree to pay reasonable charges for those excess supplies directly to Canon Solutions America, Inc.; (c) upon 30 days prior written notice, Canon Solutions America, Inc. may annually increase the portion of your Rental Payment allocated for the maintenance of the Equipment; such increase in any one year shall not be more than ten percent over the previous years' maintenance charges; however, if you selected the Canon Solutions America, Inc. FIXED PRICE PLAN, Canon Solutions America, Inc. will forego its right to increase the maintenance component throughout the initial Rental Term.

22. **GOVERNMENT CUSTOMER TERMS**

(a) **Representations.** You hereby represent and warrant to us the following:

- i. You are a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If you are incorporated, you are duly organized and existing under the Constitution and laws of the jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect;
- ii. You have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by us, is attached hereto), to execute and deliver this Contract and to carry out its obligations hereunder;
- iii. All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Contract;
- iv. The Equipment will be used by you only for your essential governmental or proprietary functions consistent with the scope of your authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Your need for the Equipment is not expected to diminish during the Rental Term.

(b) **Non-Appropriation.** You state that it is your intent to make all Rental Payments and Rental Charges required under this Contract. In the event that (i) through no action initiated by you, your legislative body does not appropriate funds for the continuation of the Contract for any fiscal year after the first fiscal year and has no funds to do so from other sources and (ii) you have made a reasonable but unsuccessful effort to find a viable assignee within your general organization who can continue this Contract, this Contract may be terminated. To effect this termination, you shall, 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, send us written notice stating that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed us under the Contract. You shall return the Equipment in accordance with the Contract and certify that, when returned, the Equipment will be free of all liens and encumbrances. You will then be released from your obligations to make any further payments to us under this Contract (and we will retain all sums paid to date).

(c) **Tax Treatment.** If the End of Purchase Option is \$1 we have accepted this contract on our basis claiming any interest paid by you as exempt from our federal income tax under section 103(c) of the internal revenue code of 1986. Should we lose the benefit of this exemption as a result of your failure to comply with or be covered by section 103 (c) or its regulations, then, subject to the availability of funds and upon demand by us, you shall pay us an amount equal to it's loss in this regard. At the time of your execution of this contract, you shall provide us with a properly prepared and executed copy of US Treasury Form 8038 or 8038-GC.

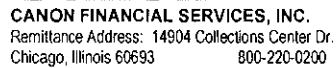
(d) **Title:** If the End of Purchase Option is \$1, Section 4 is amended to transfer title to the Equipment on the Rental Start Date. Upon any Default or previous termination by you, title shall revert to us free of any of your right, title or interest, and without any further act of conveyance. Thereafter, you shall have no right, title or interest in the Equipment or any additions, repairs, replacements or modifications thereto except as expressly set forth in this Contract.

23. **REPLACEMENT/MODIFICATION OF PRIOR AGREEMENT** (if applicable). This Contract will replace or modify a prior agreement between you and us covering the specified equipment. If it is a replacement contract, the prior agreement shall be null and void; if it is a modification, the prior agreement shall remain in effect except that any new terms presented in this modification agreement (e.g., price, duration configuration) shall take precedence over the prior terms for the balance of the Rental Term. In addition, modifications requiring a reamortization of your payments may include a one-time administrative/processing charge which will appear on your first bill under this revised arrangement. If applicable, we have refinanced the balance of your prior Océ or third-party agreement and this shall be paid for through your Rental Payment. If your prior agreement is with a third-party, you hereby acknowledge that you have the right to terminate the agreement and agree to provide a statement from the third-party identifying the equipment at issue and the amount to be paid off (as well as a statement from you identifying the payee, mailing address and due date for your payoff check). If your prior agreement was with Océ, the use of this refinance option shall render your prior agreement null and void. If you default until this Contract, the full amount of your prior agreement balance shall be immediately due and payable.

24. **NON-CANON EQUIPMENT; WE ARE A FINANCIAL INTERMEDIARY** (if applicable). You are renting specifically identified products that were selected by you and that are not sold by Canon Solutions America, Inc. in the normal course of its business. With regard to these products, you agree that we are renting them to you "As Is" and without warranty or liability (either direct or indirect) of any kind. As such, and with regard to these products, YOU HEREBY WAIVE THE IMPLIED WARRANTY OF MERCHANTABILITY. We assign to you, to the extent assignable, any warranty rights we have to these products (which rights shall revert to us if you breach this agreement). You agree (a) that these products are not covered by Canon Solutions America, Inc.'s obligation to provide maintenance services; (b) to maintain a separate service agreement for these products with a service provider acceptable to us throughout this Rental Term; (c) to pay all personal property taxes related to these products; and (d) to assign to us any rights you have to these products until title passes from us to you (which, subject any software licenses surrounding the acquisition of these products, shall occur when you obtain title to all Equipment covered by this Contract).

25. **FINANCED SOFTWARE TOTAL** (if applicable). The initial license fees for any application software set forth in this Contract shall be paid for through your Rental Payment. (a) If you breach the Canon Solutions America, Inc. software license or any of your obligations regarding the Equipment, the full amount of the initial license fees shall be immediately due and payable; (b) you acknowledge that (i) all software is furnished to you under one or more license agreements governing your rights thereto; (ii) the Contract does not convey any explicit or implicit license for the use of Software or other intellectual property relating to the Equipment; and (iii) we do not hold title to any Software and you warrant that at the date of entry in the related Contract you shall be the licensee of such software directly from the licensor; (c) you shall not amend, modify or otherwise alter, any term or condition of any license agreement, including, without limitation, any such term or condition related to (i) payment of any amounts due thereunder; (ii) any liabilities or your obligations as licensee.

26. **DATA.** The hard drive on the Equipment may retain images, content or other data during normal operation of the Equipment ("Data") and that exposure or access to the Data by us is purely incidental to the services performed by us. Neither we nor any of our affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to us. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, you should, prior to return or other disposition of the Equipment, utilize the Hard Disk Drive (HDD) (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from your Canon dealer at current rates an available option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data or (c) a replacement hard drive (in which case you should properly destroy the replaced hard drive). You shall indemnify us, our affiliates, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of Data. This section survives termination or expiration of this Contract.



**Contract No:**

[illegible]

Payment Schedule (If step lease)				
Payment Number	1	To	60	\$856.73
Payment Number		To		
Payment Number		To		
Payment Number		To		
Payment Number		To		

Comments





**Canon Financial Services, Inc.**

**Addendum to Agreement  
for application # 971798**

WHEREAS, Canon Financial Services, Inc. ("CFS") and Oak Park Village of ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Faxable Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Agreement. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

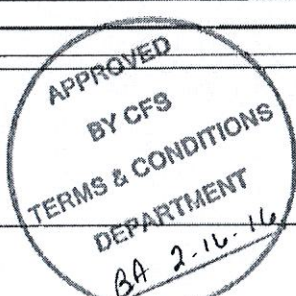
In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement (CFS S&L 032405) are changed as follows:

**15. CHOICE OF LAW; JURISDICTION; VENUE; NON-JURY TRIAL, LIMITATION OF LIABILITY:**

Paragraph 15 is amended by (i) deleting each instance of the words "New Jersey" and replacing them with the word "Illinois", and (ii) deleting each instance of the words "Camden or Burlington" and replacing with the word "Cook".

Customer agrees that CFS may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY CFS.

<b>CANON FINANCIAL SERVICES, INC.</b>	<b>Oak Park Village of</b>
By: _____	By: <u><i>Cara Pavlicek</i></u>
Title: _____	Printed Name: <u>Cara Pavlicek</u>
Date: _____	Title: <u>Village Manager</u>
	By: _____
	Printed Name: _____
	Title: _____

**REVIEWED AND APPROVED  
AS TO FORM**

**MAR 23 2016**

**LAW DEPARTMENT**



# Canon Solutions America, Inc.

## Customer Agreement

<b>Division:</b>	WFPS
<b>Order Type:</b>	Bundled Lease (Term Rental)
	Hardware

<b>Contract No:</b>	
<b>Agreement No:</b>	421812-02
<b>Rep No:</b>	5441

<b>Customer's Sold To Address</b>		<b>Customer's Ship To Address</b>	
Company Name: <u>VILLAGE OF OAK PARK</u>		Company Name: <u>-- See Site Surveys --</u>	
DBA: _____		DBA: _____	
Contact Name: <u>MICHAEL KOPERNIAK</u>		Contact Name: _____	
Type of Entity: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> LLC		Address: _____	
Address: <u>201 SOUTH BLVD</u>		Address: _____	
City: <u>OAK PARK</u> County: <u>COOK</u>		City: _____ County: _____	
State: <u>IL</u> Zip: <u>60302</u> Phone: <u>708-358-5724</u>		State: _____ Zip: _____ Phone: _____	

Product/Equipment Supplies Description (Include serial numbers and meter counts when required)	Requested Delivery	Qty.	Pre-pack	Warranty (Std Days)	List Price	Trade-In / Discount	Installation/ Delivery	Addenda Totals	Total Net Price
A CW500	02/29/2016	1		0					
B SCEXP2		1		0					
C DPMNGRLT		1		0					
D									

<b>Billing Frequency</b>	<b>Agreement Term</b>	<b>Intro or Equipment Rental Data</b>		<b>Special Delivery Charges</b>
Minimum Rental Payment Monthly	Initial Term 60	Minimum Payment	Cost per Copy	Excess Rigging
				Total (Exclusive of Sales/Use Tax & Maint.)
Minimum Maintenance Payment Monthly	Payment No. To	Trade in Equip	PO Required	K-16 Summer Shut-Off (DPS Only)
	Payment No. To	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Copy Allowance Monthly	Payment No. To	Tax Exempt	Supplies Incl.	
	Payment No. To	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Service (Also used for Rental Copy Allowances/Charges.)									
Number of Square Foot/Linear Foot/SmartClick/Copies					Allowance	Zone	Service Charge	Service Addend	Excess Meter Charge/SmartClick Charge (Copies will be billed separately)
A	B&W	1000	Clr	0	Scan 0	Square Foot	1	Included	B&W 0.04730
B	B&W	Unlimited	Clr	0	Scan 0		1	Included	B&W 0
C	B&W	Unlimited	Clr	0	Scan 0		1	Included	B&W 0
D	B&W		Clr		Scan				B&W

<b>Acceptance</b>		<b>Optional Service</b>	
Customer Signature acknowledges receipt of 6 (#) documents (See documents listed below) which are incorporated into this document by reference.		After Hours Coverage	Opt. Coverage
<b>DOCUMENT NAME</b> Document Acceptance Agreement Customer Agreement Addendum For Additional Product/Equipment Customer Agreement Terms and Conditions CSA/Competitive Trade In Agreement Supplies Amendment (Customer) Site Survey		Add'l Service Charge Call Out Charge	
<b>REV.</b> 12/12 12/12 12/12 12/12 12/12		A <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No B <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No C <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No D <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		<b>Comments</b>	
		Contract Compliance Code: 999 - N/A - N/A  This equipment is contracted under a separate term rental agreement by Canon Financial Services.  Coverage Info (CW500): 1x5 M-Fr 8-5pm Coverage Info (SCEXP2): 1x5 M-Fr 8-5pm Coverage Info (DPMNGRLT): 1x5 M-Fr 8-5pm  * Full Site Survey must be completed by our Service Team and signed by the Customer (representative must schedule this event for the immediate future and coordinate activities). * Site Preparation and Site Rigging charges are the responsibility of the Customer.  * Full Site Survey must be completed by our Service Team and signed by the Customer (representative must schedule this event for the immediate future and coordinate activities). * Site Preparation and Site Rigging charges are the responsibility of the Customer.	

<b>Customer Authorized Signature</b>		<b>CSA Authorized Signature</b>	
Customer Name: <u>VILLAGE OF OAK PARK</u>		Date: _____	
Authorized Signature: <u></u>		Accepted by: _____	
Name (print): <u>CARA PAVLICEK</u>		Name (print): _____	
Title: <u>VILLAGE MANAGER</u> Date: <u>3/23/16</u>			
State of Organization: _____		Canon Solutions America, Inc. • 5450 N. Cumberland Avenue • Chicago, IL 60656	

**REVIEWED AND APPROVED  
AS TO FORM**

MAR 23 2016  
  
**I, LAW DEPARTMENT**

FEIN/ SSN	
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By execution hereof, the signer certifies that (s)he has read the entire Agreement, that CSA or its representatives have made no agreements or representations except as set forth herein and that (s)he is duly authorized to execute the Agreement on behalf of Customer.

Form # USA9500 rev 12/17/12





# Canon Solutions America, Inc.

## Document Acceptance Agreement

Agreement No: 421812-02

Customer's Sold To Address		Customer's Ship To Address	
Company Name:	VILLAGE OF OAK PARK	Company Name:	-- See Site Surveys --
DBA:		DBA:	
Contact Name:	MICHAEL KOPERNIAK	Contact Name:	
Address:	201 SOUTH BLVD	Address:	
Address:		Address:	
City:	OAK PARK	City:	
County:		County:	
State:	IL	State:	
Zip:	60302	Zip:	
Phone:	708-358-5724	Phone:	

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Acceptance									
Customer Signature acknowledges receipt of (#) documents (See documents listed below), which are incorporated into this document by reference.									
<table border="1"><thead><tr><th>DOCUMENT NAME</th><th>REV.</th></tr></thead><tbody><tr><td>CSA/Competitive Trade In Agreement</td><td>12/12</td></tr><tr><td>Supplies Amendment (Customer)</td><td>12/12</td></tr><tr><td>Site Survey</td><td></td></tr></tbody></table>	DOCUMENT NAME	REV.	CSA/Competitive Trade In Agreement	12/12	Supplies Amendment (Customer)	12/12	Site Survey		<p><b>REVIEWED AND APPROVED AS TO FORM</b></p> <p><b>MAR 23 2016</b></p> <p><i>Pct L. Highman</i></p> <p><b>LAW DEPARTMENT</b></p>
DOCUMENT NAME	REV.								
CSA/Competitive Trade In Agreement	12/12								
Supplies Amendment (Customer)	12/12								
Site Survey									

Customer Authorized Signature	Sales Manager Acknowledgement
Company Name: VILLAGE OF OAK PARK	Name: _____
Authorized Signature: <i>Cara Pavlicek</i>	Océ Authorized Signature
Name (Please Print): CARA PAVLICEK	Date: _____
Title: VILLAGE MANAGER	Accepted by VP: _____
Date: 3/23/16	Name (Please Print): _____

CUSTOMER'S REPRESENTATIVE WARRANTS THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF CUSTOMER AND THE AGREEMENT IS BINDING ON CUSTOMER.	THIS CUSTOMER AGREEMENT IS ONLY BINDING UPON SIGNATURE OF AN AUTHORIZED Océ North America, Inc. REPRESENTATIVE.
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THESE TERMS AND CONDITIONS SUPERCEDE ANY OTHER TERMS AND CONDITIONS INCLUDING ANY TERMS AND CONDITIONS IN THE CUSTOMER'S PURCHASE ORDER TERMS AND CONDITIONS OR OTHER DOCUMENTS. CUSTOMER'S AUTHORIZED REPRESENTATIVE ACKNOWLEDGES HE/SHE HAS READ THESE TERMS AND CONDITIONS AND ACKNOWLEDGES THAT THESE TERMS AND CONDITIONS SUPERCEDE ANY OTHER TERMS AND CONDITIONS.



**For Additional Product/Equipment**

<b>Agreement No:</b>	421812-02
<b>Rep No:</b>	5441
<b>Branch No:</b>	

**Customer:** VILLAGE OF OAK PARK

(This form must be attached to the completed Order Package when required)

### For Additional Product/Equipment

<b>Agreement No:</b>	421812-02
<b>Rep No:</b>	5441
<b>Branch No:</b>	

**Customer:** VILLAGE OF OAK PARK

[illegible]

Form #USA9500 rev 12/18/12







## Customer Agreement Terms and Conditions

### Common Terms

#### 1.0 DEFINITIONS.

- a. **Agreement** means this Customer Agreement and all schedules, amendments, and/or addenda attached hereto or made a part thereof.
- b. **Client Software** means that portion of the Software that resides in, and operates on, the desktop or portable computers in use by Customer or third parties and which provides access to the Server Software and computer system resources shared and used by the Software.
- c. **Confidential Information** means Firmware, Software, Documentation, technical service manuals, service bulletins, databases, customer lists, pricing, results, discounts and/or such other information as is marked as "confidential" by a party hereto.
- d. **Consulting Services** means consulting provided by CSA as relates to the Firmware and/or Software. Consulting Services may be provided by CSA at any time during the term of this Agreement. Consulting Services, if any, and the price therefore are set forth on the Customer Agreement Addendum or on a separate statement of work signed by CSA and Customer.
- e. **Consumables** means toner, developer, paper, photoconductor or ink, as the case may be to be used, in conjunction with or for the Equipment.
- f. **Cover Sheet** means the front page of this Agreement.
- g. **CSA** means Canon Solutions America, Inc.
- h. **Customer** means the business entity defined on the Cover Sheet.
- i. **Documentation** means documents and other materials provided to Customer to support use of Product(s).
- j. **Educational Services** means training provided by CSA as relates to the Product(s), Firmware and/or Software.
- k. **Excess Charge** means charges in Excess of the Square Foot/Linear Foot or SmartClick Allowance specifically set forth on the Cover Sheet.
- l. **Effective Date** means (i) the date the installation is completed; or (ii) for Software which is not installed during the installation of the Equipment, the date the Software is enabled or shipped; or (iii) in the case of conversions or trials, the date specified by CSA.
- m. **Equipment** means printing and/or scanning equipment, including accessories and ancillary equipment each and all of which is identified by model number on the Cover Sheet, excluding NOLI Products.
- n. **Firmware** means software embedded in Equipment in object code form, incidental to operation of the Equipment, licensed by the Equipment manufacturer to Customer or for which CSA has the right to sublicense to Customer.
- o. **Implementation Services** means services relating to the implementation of Firmware and/or Software and which are rendered at or about the time of Equipment installation and may include (but shall not be limited to) review of print applications, validation of hosts and network paths, validation of system configuration(s), and overview of printer/server operation. Implementation Services acquired hereunder, if any, and the costs thereof are set forth on the Customer Agreement Addendum.
- p. **Installation** means the Equipment is ready for commercial operation in accordance with manufacturer's published specifications.
- q. **Installation Site** means the Customer's "Ship To" address specified on the Cover Sheet and to which Customer requests that CSA ship the Equipment or Software. Delivery will be made to the Installation Site.
- r. **Maintenance** means the repair and/or replacement of parts, subassemblies, and Firmware to keep the Product(s), and if applicable NOLI Products, in good working order per manufacturer's or CSA's written specifications, as the case may be, provided that repairs can be performed in the field. Parts required for repair may be used or remanufactured in accordance with CSA's specifications. Maintenance may be provided by CSA or a third party subcontracted by CSA.
- s. **NOLI Products** means Non-Occ 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 Customer Agreement Addendum.
- t. **Parts** means all parts certified by CSA as meeting manufacturers' and/or CSA specification, as the case may be, and which are required to provide Maintenance to Products. Such certification requirements shall be determined solely by CSA.
- u. **Product** means Equipment, Consumables, Maintenance, Professional Services, Educational Services and Parts provided hereunder, excluding NOLI Products.
- v. **Professional Services** means collectively Implementation Services, Educational Services and Consulting Services each of which as such services relate to Software acquired hereunder. Professional Services, if any, and the rates therefore, are specified in the Customer Agreement Addendum.
- w. **Server Software** means that portion of the CSA Software that resides in, and operates on, the computer systems of Customer which allow access by the Client Software to shared computer system resources, including data files and databases.
- x. **Service Charges** means charges invoiced by CSA for Maintenance Services and/or Software Support and or charges based on use.
- y. **SmartClick™** means a CSA proprietary measurement derived from (1) the amount of toner used; plus (2) the area of media used, for each application printed on the Equipment.
- z. **Software** means all computer software programs provided by CSA, whether embedded in Product(s) or provided via separate media or download; the Software includes, but is not limited to, Firmware, and Third Party Software and software that is set forth in the Customer Agreement Addendum.
- aa. **Software Support** means access to CSA support specialists for operator questions, installation support, explanation of Software features and functionality, network connectivity questions, and other software support issues. Software Support includes making available updates, fixes, minor enhancements and improvements to the current version of the Software and/or Firmware and correcting reproducible errors in Firmware or Software which errors are caused by defects in the software. Software Support does NOT include (i) administration of servers or database products; (ii) support of Firmware or Software installed on equipment using "beta" or operating systems not supported by CSA; (iii) resolution of network errors not directly related to Firmware or Software; or (iv) installation, setup or support of third party products not supported by CSA or software not acquired from CSA. Software Support does not include updates, upgrades and new releases or versions of third party products sold with or used in conjunction with Software.
- bb. **Third Party Software** means software authored by third parties other than CSA and made available by CSA to Customer and which requires Customer to enter into a license agreement directly with the third party software provider. Third Party Software provided hereunder is set forth on the Customer Agreement Addendum.

2.0 This Agreement governs the provision of Products and NOLI Products identified on the Cover Sheet and/or Customer Agreement Addendum and shall be in effect from the earlier to occur of: (i) the date the Agreement, signed by Customer, is countersigned by CSA; or, (ii) shipment of the Product; or, (iii) performance of any Professional Services and/or Maintenance. Once this Agreement becomes effective and legally binding as set forth in this Section, it is non-cancelable. CSA has no responsibility for the decision or effect of the decision of Customer to acquire NOLI Products, even if CSA helps Customer identify, evaluate or select such NOLI Products. Customer and CSA shall sign a separate addendum ("Supplemental Agreement") in connection with the purchase of such NOLI Products.

3.0 **EQUIPMENT.** Products shipped hereunder, unless otherwise specifically set forth in the Cover Sheet or Customer Agreement Addendum may, in CSA's sole discretion, be New/Newly Manufactured, Factory Produced New Model, Like New, Remanufactured, Refurbished or Used. With respect to Wide Format Equipment, CSA may ship (at CSA's sole discretion) any Equipment type defined above. "Factory Produced New Model" means Equipment that has been disassembled, cleaned, refinished, inoperable components replaced with new or used components. Such Equipment is newly serialized Equipment with new features and/or functions. Customer is the first user of this Equipment, which is fully tested to assure product performance and reliability specifications. "Like New" means Equipment previously on trial, used as a demo unit, shown at a trade show or equipment with nominal foot/copy count. All Like New Equipment has been maintained by CSA, has not been pre-owned by any other party and has a nominal foot/copy count from a controlled pre-production environment. "New/Newly Manufactured" means Equipment that is newly assembled and which may contain a limited number of used components that have been thoroughly inspected and tested to assure product performance and reliability specifications. "Refurbished" means Equipment that has been under CSA maintenance, has been tested to ensure full functionality and reliability to specifications. "Remanufactured" means Equipment that has been disassembled, cleaned, refinished, inoperable components replaced with new or used components and is fully tested to assure product performance and



reliability specifications. Meters have been reset to zero. "Used" means Equipment that has been maintained under CSA's authorized technical standards. Used Equipment is offered without warranty.

**4.0 DELIVERY; RISK OF LOSS; INSURANCE.** Delivery dates provided for by CSA are estimates only and CSA shall not be liable for delays in delivery due to causes beyond CSA's reasonable control. Customer is responsible for freight, delivery and rigging charges unless otherwise agreed. Notwithstanding any other provision herein and in addition to Service Charges, CSA may assess a fuel surcharge ("Fuel Surcharge") to offset increase in fuel expenses. Risk of loss shall pass to Customer upon delivery to Customer's loading dock. From the time of shipment until Customer's payment obligations have been satisfied, Customer agrees (a) to give CSA prompt written notice of any damage to or loss of the Equipment or any occurrence arising from the possession, use, or operation of the Equipment resulting in death, bodily injury or damage to property; and (b) to maintain, at its expense, comprehensive general liability and property insurance covering the Equipment in an amount at least equal to the Equipment purchase price.

**5.0 TITLE; SECURITY INTEREST; TRADE-IN.** Customer agrees to immediately notify CSA in writing of any change in Customer's name or address or jurisdiction of organization, or discontinuance of its place or places of business. Prior to payment being made in full, Customer shall not move the Products from the Installation Site without first obtaining prior written consent from CSA. Title to Products (except with respect to Software) shall pass to Customer upon payment in full. CSA shall retain a first priority security interest in the Products and all proceeds therefrom until all purchase payments due CSA have been made. As security for the payment of all amounts due to CSA, Customer hereby grants to CSA a purchase money security interest in the Products and all proceeds thereof (including insurance proceeds). To the extent permitted by applicable law, Customer hereby authorizes CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Products including attachments, replacements, substitutions, modifications and additions thereto. Customer agrees to reimburse CSA upon demand for all costs incurred in connection therewith. Customer represents and warrants that any trade-in equipment is free and clear of all liens and encumbrances of any kind and that marketable title shall vest in CSA upon CSA's receipt of the trade-in equipment. Customer shall be responsible for related freight charges and trade-in equipment shall be packed in accordance with the manufacturer's specifications.

**6.0 INSTALLATION AND SITE PREPARATION.** CSA shall install the Equipment at the Installation Site. In no event shall Installation be later than thirty (30) days after delivery of the Equipment, except if delay is due solely to CSA. Customer shall be ready to timely receive the Equipment and shall have the area at the Installation Site prepared and ready to receive the unit of Equipment or the Software in accordance with CSA's power, environmental and other requirements prior to its delivery, including providing adequate power, analog phone line(s) and computers and/or network connection(s) (if required for the unit of Equipment), lighting, humidity, HVAC, and security. Installation services may be provided by an independent contractor at CSA's discretion. Installation services include uncrating, unpacking, connection to peripherals, power, communication and other utilities, and rendering the Equipment or Software ready for use. All site preparation, including electrical wiring, air conditioning and necessary permits or approvals, is Customer's responsibility. Unless otherwise specified in the Cover Sheet and/or Customer Agreement Addendum, Customer operator training is available from CSA at its training rate in effect at the time of such training pursuant to Section 24.0. Customer must complete a CSA site survey, or equivalent CSA form, prior to installation of any Equipment or Software that will be connected to Customer's computer network. In reliance on this information, CSA will either proceed with the installation, or advise Customer of potential problems that may limit functionality. If such survey has been completed and delivered to CSA, or if there are any changes to Customer's computer network or software, any attempts by CSA to remedy such problems will be at its standard charges then in effect, and CSA makes no representation or warranty that it can remedy such problems.

**7.0 PAYMENT AND TAXES.** Payment of the purchase price and other charges is due thirty (30) days from the date invoiced. Service Charges are billed for full month periods. If Equipment is installed on other than the first of the month, then Service Charges shall be pro-rated from the install date to the end of the month; in addition, use charges shall be charged based on the meter read for the same period. Once per twelve month period, CSA may adjust pricing for Maintenance Service Charges, or any component thereof, supplies and other materials, by a maximum of fifteen percent (15%). Customer shall pay on demand a late fee equal to the lesser of 1.5% per month or the maximum rate permitted by law, on all overdue payments whether such payments are due prior to or after a notice of default. All payments shall be made at the office of CSA set forth above, or at any other place designated by CSA. Customer shall pay or reimburse CSA for all costs of collection (including reasonable attorneys' fees, litigation expenses and court costs) of any overdue amounts. Customer shall pay or reimburse CSA for all license fees, duties, privilege, sales, use, excise, stamp, and other similar taxes and charges now or hereafter imposed upon this transaction or relating to the ownership, sale, use or operation of Equipment (exclusive of franchise taxes or taxes based upon CSA's net income).

#### **8.0 DEFAULT AND REMEDIES.**

- a. Any of the following shall constitute a default by Customer ("Default"):
  - (i) failure to pay any amounts when due and such failure remains unremedied for ten (10) days from the due date; or,
  - (ii) failure to comply with any provisions or perform any of its obligations arising under this Agreement or under any other documents or agreements relating to this Agreement, and such failure remains unremedied by Customer for a period of twenty (20) days.
- b. Upon Default, CSA may exercise any one or more of the following remedies (which remedies shall be cumulative):
  - (i) terminate this Agreement and/or any applicable Schedule;
  - (ii) declare all amounts due from Customer immediately due and payable in full;
  - (iii) secure peaceable repossession and removal of the Products by CSA or its agent without judicial process and sell or lease at such place as CSA may deem advisable and CSA may be the purchaser at any such sale;
  - (iv) require Customer to pay all expenses, including reasonable attorney fees and costs, in connection with the retaking, refurbishing, selling or the like of the Products;
  - (v) exercise any other right or remedy available to it under the Uniform Commercial Code or any other applicable law or proceed by appropriate court action to enforce this Agreement or recover damages for breach thereof. To the extent permitted by applicable law, Customer waives all rights it may have to limit or modify any of CSA's rights and remedies under this Agreement, including but not limited to, any right to require CSA to dispose of the Products or otherwise mitigate its damages.

**9.0 WARRANTY.** CSA warrants that on completion of Installation, Equipment will be (i) in material conformance with the manufacturer's published specifications, (ii) qualified for CSA's standard maintenance services; (iii) free from material defects in workmanship and materials. All parts found to be defective during installation shall be repaired or replaced at the option of CSA. All parts replaced under this warranty shall become the property of CSA. If a warranty period is marked on the Cover Sheet, then warranty shall continue from Installation for the period set forth on the Cover Sheet. Customer's sole and exclusive remedy for breach of the foregoing warranty shall be to reject the Equipment and cancel the affected Equipment Schedule. In no event shall a breach of this warranty give rise to a claim for damages against CSA. CSA's obligation hereunder is limited to the repair or replacement (at CSA's option) of any Equipment, material or part which does not conform to this warranty. The warranty set forth herein applies only to New/Newly Manufactured, Factory Produced New Models, Remanufactured or Refurbished Equipment and is conditioned upon Customer giving prompt notice to CSA of any discovered defects. CSA is not obligated by this warranty to perform repairs or parts replacement for defects or damage resulting in whole or part from (i) alteration, relocation, repairs, or use of parts, software or services not provided by CSA or its authorized representative, (ii) accident, (iii) abuse, willful misconduct, or negligence; (iv) the acts or omissions of Customer. The repair or replacement of expendable items (for example photoconductor drums, fuser rollers, and inkjet print heads) are not covered by this warranty or Maintenance. The foregoing examples do not comprise a complete list and expendables may vary on different products and CSA shall maintain the complete list of expendable items. **THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.** CSA provides no warranty for NOLI Products. For NOLI Products, Customer may receive a warranty directly from such product or software vendor.



10.0 LIMITATION OF LIABILITY. EXCEPTING AS TO A VIOLATION OF THE SOFTWARE LICENSE TERMS HEREOF BY CUSTOMER, NEITHER PARTY, NOR CSA'S SUPPLIERS, SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, DATA, REVENUE OR PROFIT, OR FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR DAMAGES SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY ANY THIRD PARTY INCLUDING CUSTOMERS OF CUSTOMER, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. CSA'S MAXIMUM LIABILITY FOR ANY CLAIM FOR DAMAGES RELATING TO ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT SHALL BE LIMITED: (A) WITH REGARD TO EQUIPMENT, TO THE PURCHASE PRICE OF THE EQUIPMENT; (B) WITH REGARD TO SOFTWARE, TO THE LICENSE FEE OF THE SOFTWARE; (C) WITH REGARD TO MAINTENANCE, TO AN AMOUNT EQUAL TO TWELVE (12) MONTHS OF MONTHLY MAINTENANCE CHARGES FOR THE RELATED EQUIPMENT, SOFTWARE OR SERVICES GIVING RISE TO SUCH DAMAGES; AND (D) WITH REGARD TO PROFESSIONAL SERVICES, TO THE AMOUNT PAID FOR THE PROFESSIONAL SERVICES GIVING RISE TO SUCH DAMAGES.

11.0 INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS. CSA agrees to defend Customer against and hold Customer harmless from, claims, costs (including reasonable and necessary attorney fees), damages, demands judgments and liabilities arising out the claims of third parties that a Product (but specifically excluding Third Party Software and NOLI Products) infringes such third party's United States patent, copyright or other intellectual property right and CSA agrees to pay the resulting costs, damages and attorneys' fees finally awarded, provided that Customer promptly notifies CSA in writing of the claim and fully cooperates with CSA and CSA has sole control of the defense and all related settlement negotiations. CSA's obligation under this Section is conditioned on Customer's agreement that if such Products (except Third Party Software or NOLI Products, or the use thereof), becomes, or in CSA's opinion is likely to become, the subject of such a claim, Customer shall permit CSA, at CSA's option and expense, either to procure the right for Customer to continue using the Products or to replace or modify the Products so that it becomes non-infringing, and if neither of the foregoing alternatives is available on terms which are reasonable in CSA's judgment, Customer shall return the Product upon the request of CSA. Upon such return, CSA shall refund the applicable Product purchase price paid by Customer, less depreciation deducted on a five year straight-line basis. CSA shall have no liability for any claim based upon or any damages attributable to: (i) the combination, operation or use of the Equipment or Software with equipment or software not supplied or authorized in writing by CSA; (ii) modification of the Equipment or Software; or (iii) Equipment or Software made pursuant to specifications furnished by Customer. The foregoing states the entire obligation and liability of CSA with respect to infringement of patents, copyrights or other intellectual property rights. Customer shall indemnify and hold CSA harmless from and against any liability and expense, including reasonable attorneys' fees incurred by CSA in connection with any claim that the Equipment or Software, or any part thereof, custom made pursuant to specifications furnished by Customer infringes any third party's patent, copyright or other intellectual property right.

12.0 CONFIDENTIALITY. Customer shall maintain the confidentiality of Confidential Information and shall not disclose any Confidential Information to any third party without first having obtained the written approval of CSA. Customer shall not sell, transfer, distribute, disclose or otherwise make available the Confidential Information to any third party and shall secure and protect it from disclosure and shall take such action as is necessary with its employees (including contractors and temporary help) and other persons permitted access to them to satisfy Customer's obligations hereunder. Neither party will use for any purpose, other than performing this Agreement, or disclose to any third party any trade secrets or non-public information of the other party or its affiliates including, but not limited to, marketing information and strategy, marketing models, product information, advertising and promotional copy, pricing information, financial information, customer lists, test results, and all other proprietary information, trade secrets and non-public information. The parties agree to restrict circulation of all of such information within their own organization, except to the extent necessary to perform its obligations, and in no case will any disclosure be made to any third party, unless such disclosure is requested or required in any judicial or administrative proceeding or otherwise required by law. Upon termination of this Agreement, Customer shall either (i) return all Confidential Information to CSA, including the Documentation, and all copies thereof, or (ii) at CSA sole option, certify to CSA in writing that the Confidential Information, including the Documentation, and all copies thereof, has been destroyed. CSA makes no representations as to the destruction of Customer data on returned Equipment that contain Customer data, and shall not otherwise be liable for failure to destroy such Customer data, or for the release of same. Any information on Equipment returned to CSA shall not be considered confidential or proprietary nor shall be subject to applicable agreement provisions pertaining to same. Security software/hardware on products that do not contain standard hard disk drive overwrite capability may be available for purchase. This will enable the Customer to determine the level of security required without intervention from CSA, and to complete erasing of data prior to pick-up.

13.0 NOTICES; CHANGES. Notices, requests or other communications shall be in writing and delivered by (a) United States first class mail, postage prepaid, and addressed to the other party at the address set forth on the face of this Agreement (or to such other address as such party shall have designated by proper notice), (b) personal delivery or (c) commercial overnight delivery service. Such notices will be deemed to have been given on the date when received or acceptance refused. Each party consents to service of process by certified mail at its address above (or such other address as it shall have designated by proper notice) in connection with any legal action brought by the other party. Customer authorizes CSA to fill in descriptive material in the Schedule (including serial numbers) and to correct any errors under the Agreement or Schedule. Upon reasonable notice, provided there is no material adverse effect on performance, CSA shall have the right to change design, colors, materials or specifications of Equipment when it deems necessary.

#### **Software License Terms**

14.0 SOFTWARE. In some cases CSA makes available to customers licenses of application software with or without third party support contracts. Such software shall be set forth on the Cover Sheet or Customer Agreement Addendum (the "Listed Software"). Customer is not acquiring title to or any interest in any Listed Software other than a license to use the Listed Software in conjunction with the Equipment. Listed Software is specifically set forth on the Cover Sheet and/or Customer Agreement Addendum. Software embedded in the Equipment is not specifically set forth on the Cover Sheet or Customer Agreement Addendum. If Customer is licensing software that is authored by third parties (for example, Adobe or Onyx software), Customer will enter into a license agreement directly with the licensor of such software. This is typically done during installation and registration of the software.

15.0 FIRMWARE. The license for Firmware is incidental to the operation and use of the Equipment in which it is embedded and the use thereof is limited to the Equipment in which the Firmware is embedded. Firmware support is provided as part of Maintenance. Customer must pay for Maintenance to receive support for Firmware. If Customer discontinues paying for Maintenance, Customer will not receive support, modifications, updates or enhancements for Firmware, however, Customer is permitted to use the Firmware solely with the Product(s) and "as is" with no obligation on the part of CSA with respect to such use or maintenance.

#### **Product & Software Maintenance Terms**

The following Product and Software Maintenance Terms are only applicable if Maintenance is being purchased by Customer under this Agreement.



16.0 MAINTENANCE TERMS AND CONDITIONS. Pricing and term for Maintenance purchased by Customer is set forth in the Cover Sheet and/or Customer Agreement Addendum. The following general terms and provisions apply to any and all Maintenance purchased hereunder:

- a. CSA's standard preventive Maintenance services will be provided during CSA's standard business hours (Monday through Friday, 8:30 AM to 5:00 PM local time, excluding CSA recognized holidays). The length and frequency of periods of time required for preventive maintenance are determined by CSA. Preventive Maintenance means testing, adjusting, cleaning and replacement of components scheduled in accordance with the Equipment service specifications. Maintenance performed on weekends, holidays (if available) or between 5PM and 8:30AM (at Customer's request) shall be billed at CSA's holiday rates in effect at the time of such service unless otherwise set forth in the Cover Sheet and/or Customer Agreement Addendum. Corrective Maintenance coverage will be provided as is specifically set forth in the Cover Sheet and/or Customer Agreement Addendum.
- b. Engineering changes, including safety changes, shall be performed as deemed necessary by CSA. If CSA cannot perform a safety modification through no fault of CSA, or, if Customer refuses to permit installation of a safety change or removes any component deemed by CSA as integral to maintaining the safety of the Equipment, CSA may discontinue Maintenance for all Equipment until the problem as identified by CSA is remedied by Customer.
- c. CSA warrants that all material and parts furnished pursuant to its obligations to provide Maintenance hereunder will be in good working order at the time of Installation, and CSA's obligation is limited to the repair or replacement of any material or part which does not conform to this warranty. CSA is not responsible for repairing or replacing parts, nor shall CSA be liable for providing or failing to provide Maintenance, to the extent that such repair or replacement is due to Customer's acts or omissions. All parts replaced during maintenance shall become the property of CSA. Parts used by CSA may, in CSA's sole discretion, be used, reconditioned or remanufactured in accordance with manufacturer's specifications.
- d. Customer shall: (i) provide CSA full, free and safe access to the Equipment for performance of Maintenance by CSA; (ii) allow CSA to store reasonable quantities of maintenance equipment and/or parts on Customer's premises; (iii) provide a suitable environment for the Equipment in accordance with manufacturer's environmental requirements; **(iv) if applicable, report to CSA by the last calendar day of each month, the monthly usage according to the meter reading in footage or images as applicable;** and (v) promptly inform CSA of any Equipment malfunctions or operating problems.
- e. Customer shall NOT interfere with the proper operation of the meter.
- f. If Customer does not report to CSA the monthly usage as required by Section 16.0(d) CSA will estimate any excess Meter Charges and payment will be due from Customer based upon such estimate.
- g. The Maintenance term shall commence upon installation of the Equipment or, if already installed, upon certification by CSA, or, at the conclusion of the Warranty period, if any.
- h. Maintenance shall be automatically renewed for successive one (1) year terms at CSA's then-current charges and under the terms and conditions herein unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. CSA may also notify Customer ninety (90) days in advance of the time of renewal that Maintenance for specific Products covered under this Agreement will not be renewed. Customer may terminate Maintenance in any renewal term upon thirty (30) days prior written notice. If Customer provides notice of Intent to terminate during the first thirty (30) days of Maintenance in a renewal term, Customer shall be responsible for the charges for the period of coverage up until the effective date of termination. After the first thirty (30) days of coverage in any renewal term, Customer may provide notice to terminate Maintenance subject to a termination charge equal to the monthly charges for twelve (12) months or the period of Maintenance remaining in the renewal term, whichever is less. For prepaid agreements, CSA will refund or credit the pro rata price of the remaining term less the applicable termination charge.
- i. CSA shall not be obligated hereunder to provide Maintenance or warranty services determined by CSA to be necessary due to or caused by, in whole or part: (i) failure to continually provide a suitable environment in accordance with CSA's requirements; (ii) neglect, misuse, or use of the Equipment for purposes other than for which it was designed, or failure to operate the Equipment in accordance with CSA's or manufacturer's operating instructions or within manufacturer's specifications; (iii) accident, disaster, including effects of water, wind, lightning, or transportation; terrorism, vandalism or burglary; (iv) alteration of Equipment, including any deviation from Equipment design, unless previously authorized in writing by CSA; (v) attachment(s) to the Equipment, including connection of devices not supplied by CSA, which cause the Equipment to malfunction, unless previously authorized in writing by CSA; (vi) use of improper, or inadequate use of or failure to use, supplies; (vii) the use of forms not in compliance with CSA's paper specifications; (viii) maintenance or repair services performed by Customer or a third party without written authorization from CSA; or, (x) pre or post processing Equipment disconnected from the printing system to which it was originally installed unless previously authorized in writing by CSA. If in CSA's sole opinion, Equipment has been rendered unrepairable, then CSA may refuse to render services under this Agreement and may terminate this Agreement.
- j. In the event Customer removes a Product covered by Maintenance from the Installation Site, breaches this Agreement (or any other agreement it has with CSA), or, in the event CSA declares an end of life date with respect to a Product (provided CSA has given customer no less than ninety (90) days prior written notice of such end of life date), CSA may withdraw such Product from maintenance coverage under this Agreement in which case Customer shall not be entitled to any refund for any payments made hereunder.

17.0 ORDERING OF SUPPLIES AND OTHER MATERIALS. Customer orders for supplies, Customer or field replaceable units, consumables, expendables or any other materials (a) must include a valid Customer purchase order number; (b) are shipped to Customer FOB, CSA's warehouse; and (c) are subject to a thirty percent (30%) restocking fee if accepted for return by CSA pursuant to its Material Return Authorization (MRA) procedure. If Customer requires a carrier other than CSA's preferred carrier(s), the order will be subject to a surcharge plus actual delivery charges. "Expedite/Emergency Orders" are any orders, regardless of the shipping method, that per Customer's request, must be shipped on the same day as ordered and such Expedite/Emergency Orders are subject to an expedite surcharge plus actual delivery charges. Non standard carrier and Expedite/Emergency Order surcharges are subject to change without notice. Claims for shortages, damages in transit or lost shipments, as well as invoice discrepancies must be made within thirty (30) days of receipt or invoice date (whichever is applicable). Customer agrees that it is purchasing only toner/developer and that the bottles are and will remain the property of CSA. Moreover, empty toner bottles for certain models are recycled by CSA in accordance with its environmentally friendly practices. Accordingly, Customer agrees to return to CSA those empty toner bottles for those certain models that are shipped to Customer with pre-paid return labels using such pre-paid labels. **IN THE EVENT CSA DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER HAS ORDERED CONSUMABLES BEYOND ITS REASONABLE REQUIREMENTS BASED ON INDUSTRY ACCEPTED CLICK VOLUME MEASUREMENTS, CSA MAY, IN ITS SOLE DISCRETION, UPON REASONABLE DEMONSTRATION OF SUCH EXCESS USE TO CUSTOMER, BILL CUSTOMER THE LIST PRICE OF THE EXCESS CONSUMABLES.**

18.0 MAINTENANCE SERVICE CHARGES. For the period covering the Effective Date to the date that monthly billing commences for the first Minimum Maintenance Payment set forth on the Cover Sheet ("Interim Period"), Customer shall pay CSA an amount equal to the Minimum Maintenance Payment divided by 30 and multiplied by the number of days in the Interim Period. Such amount shall be due and payable on the tenth day following the date that monthly billing commences. CSA shall invoice the Minimum Maintenance Payment in advance and shall invoice the Excess Meter Charges and other usage fees ("Maintenance Service Charges") periodically as indicated on the Cover Sheet if applicable. Customer provide meter readings by the last calendar day of each month the monthly usage by a CSA approved method. Should such meter readings not be provided in a timely fashion, Excess Meter Charges may be estimated by CSA. Except for wide format products, when supplies are included in the Minimum Maintenance Payment, Customer is entitled to the amount of toner which, on average, covers six percent (6%) of the media unless another coverage rate is specified in an applicable program or document. Notwithstanding any other provision herein and in addition to Maintenance Service charges, CSA may assess a fuel surcharge ("Fuel Surcharge") to offset increases in fuel expenses. The Equipment may contain software that allows CSA to access the Equipment remotely ("Remote Software"). In such cases, Customer authorizes CSA to use the Remote Software to (a) receive software updates and transmit use and service data accumulated by the Equipment over Customer's network by means of an HTTPS protocol and (b) store and analyze such data solely for CSA's own purposes related to servicing the Equipment and for product improvement. Customer hereby requests that CSA enable the Remote Software on the Equipment listed on the Cover Sheet and/or Customer Agreement Addendum.



**19.0 EXCLUSIONS.** The following are not within the scope of Maintenance Service or warranty: (i) provision and installation of optional retrofits; (ii) enhancement of any feature of the Product(s); (iii) services connected with Product(s) relocation; (iv) installation/removal of accessories, attachments, or other devices; (v) exterior painting or refinishing of Product(s); (vi) maintenance, installation, or removal of Product(s) or devices not provided by CSA; (vii) performance of normal operator functions as described in applicable CSA operator manual(s), including, but not limited to, loading of toner and/or paper; (viii) performance of services necessitated by accident, negligence, temperature, inadequate ventilation, power failure, improper electrical power, unauthorized alteration of Product(s), tampering, service by other than CSA, causes other than ordinary use, improper supplies or accessories, interconnect of Product(s) by electrical or electronic, or mechanical means, with incompatible Product(s), or failure to use CSA operating system software; (ix) performance of services necessitated by the introduction of a computer virus or other bug into the Product(s); (x) repair or replacement of Expendable Items listed in Common Terms, Section 9 above; and (xi) performance of service necessitated by any modification, alteration or any other change whatsoever of Customer's computer system into which the Product(s) is integrated or otherwise connected. Maintenance provided by CSA to resolve an exclusion set forth under this paragraph shall be billed at CSA's (i) then published hourly service rates and minimum charges for service time, including travel and waiting time; (ii) parts and material prices then in effect; and (iii) charges for shipping and travel expenses.

**20.0 CUSTOMER RESPONSIBILITIES.** Customer agrees: (a) not to use paper, recycled paper, parts, photoconductors, toner, or other supplies which will cause a need for excessive service and (b) that replaced parts are the property of CSA.

#### **21.0 SOFTWARE SUPPORT.**

The following terms are applicable only if Software Support is made available to Customer through Customer's purchase of "Incidents":

- (i) For certain Equipment, Software Support is provided on a "per Incident" basis. An "Incident" is defined as a question related to a specific issue with regard to the maintained Software that can be resolved telephonically by isolating its origin to a single cause.
  - (ii) Incidents may be purchased individually or in quantities as in accordance with CSA's policy. Any such Incidents purchased by Customer are set forth on the Customer Agreement Addendum. An Incident will be considered "used" when CSA: (1) corrects the problem; (2) creates a reasonable work-around; (3) provides information in response to a Customer question; or (4) isolates the cause of the support issue to product provided by a party other than CSA. An Incident will not be considered "used" if the problem results from a defect in maintained Software for which no Software patch or workaround is then available from CSA. Issues that CSA determines cannot reasonably be resolved as Incidents may be escalated, with the consent of Customer, to a CSA Software Engineer or scheduled for on-site support at CSA's then-current consulting rates. **CSA DOES NOT REPRESENT OR WARRANT THAT ALL SOFTWARE ISSUES CAN OR WILL BE RESOLVED AS INCIDENTS.** Incidents purchases are non-transferable and non-refundable. Incidents not used by Customer shall expire at the end of the Maintenance Service Initial Term or the applicable Maintenance Service Renewal Term. At the start of each Maintenance Service Renewal Term, Customer shall receive the same number of Incidents purchased during the Maintenance Service Initial Term unless Customer purchases additional Incidents in accordance with CSA's then-current policy.
  - (iii) CSA will provide Software Support through the use of Incidents to those Customer employees who have been issued an ID code providing email/telephone access to the CSA Software Support Center. Customer shall be responsible for controlling ID code access and for any unauthorized use of ID codes. ID codes are non-transferable.
  - (iv) An overview of the total number of Incidents purchased, number used and number remaining available for use are available by contacting the Software Support Center with access provided using the Customer's ID code.
  - (v) Software Support does not include: (1) training; (2) maintenance materials; (3) on-site support; (4) on-site implementation, installation or integration support; (5) re-installation of Software on computer equipment supplied by CSA after modification of such computer equipment by Customer (such as installation of memory, disk, interface boards, other software, etc.); (6) re-installation or re-initialization of Software after changes in a networking system or alteration of the parameters of Customer's current networking system; or (7) support or service required because of the upgrade of any software not licensed by CSA, such as operating system or utilities software, even if running on computer equipment supplied by CSA. CSA may make these services available at CSA's then-current consulting rates. CSA reserves the right to decline to perform such services.
- c. It is the responsibility of Customer to make and maintain adequate backups of data and configuration of Software. CSA shall not be liable for any losses (of data or productivity or of any other kind) resulting from rebuilding or reconfiguring Software to the original, factory configuration. Reloading, rebuilding and reconfiguring of server software may, at CSA's sole discretion, be chargeable at CSA's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time.

**22.0 LICENSE FEE.** The license for the various Software products listed herein is covered by a one time license fee for these products. In order to receive updates, fixes and enhancements (maintenance) for the Software products, Customer must continue to pay the maintenance fee which is identified on the face of the Customer Agreement next to the Software as "Service Charge". If Customer discontinues paying the maintenance fee, Customer will not receive maintenance, however, Customer is permitted to use the Software solely with the Product(s) and "as is" with no obligation on the part of CSA with respect to such use or maintenance, subject to the terms and conditions herein including those restricting the assignability of Software. With respect to third party software, CSA is a reseller of such software. Customer's license for such third party software is granted from the third party software provider and the terms of the license agreement that comes with that software must be referenced for updates, fixes and enhancements.

#### **Professional Services Terms**

**23.0** All Professional Services provided hereunder shall be set forth on the Customer Agreement Addendum. A statement of work ("Statement of Work") shall be signed by Customer prior to commencement of any Professional Services. The Statement of Work shall include the completion date (if applicable), total cost, a description of the work to be performed, acceptance criteria (if applicable) and maintenance charges (if applicable). All work product created under a Professional Services statement of work and all ideas, improvements, know-how, discoveries, and techniques including without limitation, computer programs, routines and code, developed in connection with Professional Services shall be owned by CSA. CSA grants to Customer a personal, non-exclusive, non-transferable royalty-free limited license to use such work product in the United States solely for internal use and solely in conjunction with the Equipment identified in the Customer Agreement Addendum.

#### **Educational Services Terms**

**24.0** All Educational Services shall be set forth on the Customer Agreement Addendum. The following terms are only applicable if Educational Services are purchased and apply to any and all Educational Services purchased hereunder:

- a. Educational Services are offered to Customer by CSA in the form of training sessions and are provided during CSA's standard business hours (Monday through Friday excluding CSA recognized holidays - 8:00 AM to 5:00 PM local time) unless Customer purchases after hour on-site training at additional cost. Training may take place at an CSA central training facility or at Customer's site as determined by CSA and Customer. Each training session is a one-time event or a one-time visit. Customers are charged separately for each training session. The composition and duration of each training session is determined solely at CSA's discretion.



- b. Unless otherwise set forth in a writing signed by both parties, standard CSA published rates apply. CSA published rates are subject to change without notice. Customer is responsible for Customer's travel and lodging expenses. CSA will bill Customer, and Customer agrees to pay, CSA's reasonable travel, hotel and other reasonable expenses in connection with Customer on-site training sessions.
- c. Training materials for each training session are provided to Customer and/or Customer's registrants as set forth under CSA's then current policy. Such training materials are CSA Confidential Information.
- d. Unless otherwise agreed in writing, Educational Services must be completed within sixty (60) days after the date of Installation. In the event Educational Services are not completed within this time period and provided the delay is not due to CSA, Customer's Educational Services shall automatically terminate with no further obligation on the part of CSA, in which case Customer shall not be entitled to a refund. Monies paid towards a training session in connection with a specific model of Equipment or software is not transferrable to any other model of Equipment or software and may not be used by Customer to pay for any other Equipment, Maintenance, Professional Services or training offering.
- e. Cancellation. (i) CSA may cancel an on-site training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. If a training session is cancelled by CSA and CSA and Customer do not agree to reschedule such session, upon request of Customer, CSA will refund the purchase price for the cancelled training session. CSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such cancellation. (ii) CSA may reschedule a training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. CSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such rescheduling. (iii) Upon written notice to CSA received no less than five business days prior to the date of a scheduled training session, Customer may cancel such training session and receive a full refund of Customer's purchase price for such training session; or, Customer may reschedule such training session at a mutually agreeable time and place. If CSA and Customer do not agree on dates and location for a rescheduled session, upon request of Customer, CSA will refund the purchase price for the cancelled training session. In the event that CSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CSA for such costs and expenses. (iv) Monies received for a training session, the cancellation notice of which is received by CSA within five business days of the scheduled date for such training session, are not refundable. However, CSA may, within its sole discretion, apply such monies to a rescheduled training session. In any event, to the extent CSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CSA for such costs and expenses. (v) CSA is not obligated to refund any monies paid for registrants not attending any scheduled training session.

### Miscellaneous

25.0 This Agreement shall constitute the entire agreement between Customer and CSA with respect to product(s), services and software. Any variance from or additions to the terms and conditions of this Customer Agreement, or any amendments, schedules or addenda, in any purchase order or other written notification from Customer will be of no effect. This Agreement may not be assigned by Customer without the written consent of CSA and shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, permitted successors and assigns. Customer may deliver the signed Agreement to CSA by facsimile or electronic transmission. By delivering the Customer signed Agreement to CSA by facsimile or electronic transmission, Customer intends and agrees that such facsimile or electronic transmission shall constitute an original of the Agreement, shall be legally binding on Customer as if the Agreement were manually signed by Customer and personally delivered to CSA, shall be the best evidence of the Customer's agreement and shall be admissible in any legal proceeding. CSA shall have no duty or obligation whatsoever to verify or inquire as to the validity, execution, signer's authority, or any other matter concerning the propriety of the facsimile or electronic transmission. No amendment hereunder shall be effective unless in writing, signed by the parties hereto and no waiver shall be effective unless in writing, signed by the party to be charged. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. Except for obligations of payment, neither CSA nor Customer shall be liable for nonperformance caused by circumstances beyond their control, during the time such circumstances exist including, but not limited to, work stoppages, floods, and Acts of God. Customer agrees that CSA may use Customer's name and/or logo in connection with press releases, marketing literature, advertising and other public announcements or publicity materials concerning the Products acquired by Customer from CSA. CSA does not acquire any ownership interest in any Customer trademarks. CSA shall properly attribute ownership of Customer's trademarks to Customer. The captions in this Agreement are for convenience only and shall not define or limit any of the terms hereof. This Agreement is the result of negotiation between the parties and, accordingly, shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CHOICE OF LAW RULES. Each party expressly and irrevocably agrees: (a) that any and all legal disputes whatsoever concerning this Customer Agreement and any amendments, schedules or addenda entered into hereunder, must be brought in the State or Federal courts located in New York, New York and that such courts shall have the exclusive jurisdiction and authority to resolve such disputes; (b) to submit to the jurisdiction of the State and Federal courts located in New York, New York, for purposes of resolving legal disputes concerning this Agreement and any Schedules entered into hereunder, and to waive any and all objections to personal jurisdiction and/or to venue; and (c) to waive any right to trial by jury in legal disputes concerning this Agreement and any amendments, schedules or addenda entered into hereunder.





# Canon Solutions America, Inc.

## Supplies Amendment

CSA Origination office: 5450 Cumberland Avenue Chicago IL 60656  
CSA Administrative office: 5450 Cumberland Avenue Chicago IL 60656

Customer:	VILLAGE OF OAK PARK
Customer #	524334

**THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT # 421812-02 BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.**

### Definitions

- "Program" means the Océ ColorWave® 6xx Equipment Océ Toner Pearls Cartridge Supplies Program.
- "Supplies" means Océ TonerPearls® cartridges.
- "Supplies Entitlement" means the number of units of Océ TonerPearls cartridges to which Customer is entitled as set forth in the Agreement(s) and/or this Amendment.

### Supplies Program

So long as Customer is not in default, the Program entitles Customer to the fixed amount of genuine Océ Supplies set forth in the Agreement and/or this Amendment on an entitlement basis. Supplies may be used solely with the Océ ColorWave 6xx Equipment set forth on the Cover Page and/or Customer Agreement Addendum. Supplies will be shipped pursuant to Customer's order and subject to the Supplies Entitlement during the term of the Agreement. Any additional Supplies that are required beyond the Supplies Entitlement can be ordered directly from CSA (toll free at 800-323-4827) at additional cost to Customer.

### Equipment and Supplies Shipment

Printer Model: CW500

Provided Customer is not in default: Supplies will only be shipped once an order has been placed by Customer. For Océ ColorWave 6xx Equipment, one unit of Supplies is equal to one Océ TonerPearls cartridge.

CSA will Ship:  
Selected from an Assortment of:

Toner Pearls Cartridges
Black Toner Pearls
Yellow Toner Pearls
Cyan Toner Pearls
Magenta Toner Pearls

Upon Request by  
Customer

Terms Supplies entitlement of 30 units.

### Pricing

This is a fixed supplies quantity contract. Customer is responsible for ordering Supplies as needed during the term of the Agreement. If additional Supplies are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. Should Customer require additional supplies beyond the contracted quantities, CSA will ship such additional quantities to Customer upon acceptance of Customer's purchase order for such additional Supplies. Customer will be invoiced separately for such additional orders over the fixed contract quantity and agrees to pay for such additional quantities. CSA reserves the right to refuse shipment of additional Supplies. This program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.

### Term

Customer may not terminate this Program except as set forth herein. This Amendment shall remain in effect for an initial term of a period of 60 months. The Program shall be automatically renewed for successive one (1) year terms at CSA's then current charges, for a *pro rata* amount of the Supplies Entitlement based on the Supplies Entitlement for the initial term and under the terms and conditions of the Agreement and this Amendment unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. CSA may also notify Customer ninety (90) days in advance that the Supplies covered under this Agreement will no longer be available for any subsequent renewal terms. Customer may terminate this Program in any renewal term upon thirty (30) days prior written notice. If Customer provides written notice of Intent to terminate during the first thirty (30) days of a renewal term, Customer shall be responsible for the charges for the period of coverage up until the effective date of termination. After the first thirty (30) days of coverage in any renewal term, Customer may provide notice to terminate the Program subject to a termination charge equal to the monthly charges for twelve (12) months or the period of this Program remaining in the renewal term, whichever is less. For prepaid agreements, CSA will refund or credit the *pro rata* price of the remaining term less the applicable termination charge.




## Miscellaneous

CSA may refuse shipment of Supplies if Customer is not current on payments, or is in default for any other reason. Customer may order Supplies under the Agreement and/or this Amendment solely for its own internal use and not for resale or, if Customer is a CSA authorized reseller, for the internal use of Customer's end user that acquires, through purchase or lease from Customer, the Océ Products and not for resale. CSA may refuse shipment in the event that CSA reasonably believes Supplies are not being used for the internal use of the Customer or Customer's end user or if CSA reasonably believes Supplies are not being used solely with the Océ ColorWave 6xx Equipment set forth on the Cover Sheet and/or Customer Agreement Addendum.


## Returns

Returns of Supplies are only permitted for Supplies defects. A CSA Return Materials Authorization (RMA) is required prior to any return.

*Except as contained herein, the terms and conditions of the Agreement shall remain in full force and effect. This Amendment will not commence and will not be binding on CSA until accepted by CSA.*

Customer Authorized Signature	CSA Authorized Signature
Customer Name: <u>VILLAGE OF OAK PARK</u>	Date: _____
Authorized Signature: <u></u>	Accepted by: _____
Name (print): <u>CARA PAVLICEK</u>	Name (print): _____
Title: <u>VILLAGE MANAGER</u> Date: <u>3/23/16</u>	Title: _____

**REVIEWED AND APPROVED  
AS TO FORM**

**MAR 23 2016**  
  
**LAW DEPARTMENT**



**Canon Solutions America, Inc  
("CSA")/Competitive Trade In Agreement**

ACD#/SC proposal#/  
Master Agreement #:

421812-02

Order Number: \_\_\_\_\_ Customer Number: 524334

**New Océ Equipment Ordered**

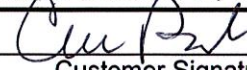
Model:	CW500-CW500:SCEXP2:DPMNGRLT	Requested Delivery Date:	02/29/2016
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**Trade In Equipment**

Machine #1		Machine #2	
Manufacturer:	Océ	Manufacturer:	Océ
Model:	ColorWave 600 (Reman Only)	Model:	TCS4 Scanner
Serial Numbers:	0495003798	Serial Numbers:	0451007200
Accessories/Peris:		Accessories/Peris:	
Meter Read:		Meter Read:	
Original Install Date:		Original Install Date:	
Install Location:	VILLAGE OF OAK PARK 201 SOUTH BLVD OAK PARK IL, 60302	Install Location:	VILLAGE OF OAK PARK 201 SOUTH BLVD OAK PARK IL, 60302
<input type="checkbox"/> Pick Up Trade In - To be picked up by:		<input type="checkbox"/> Pick Up Trade In - To be picked up by:	
Expected Removal Date:		Expected Removal Date:	
<input type="checkbox"/> Customer Scrap on Site (Customer Responsible for Disposal)		<input type="checkbox"/> Customer Scrap on Site (Customer Responsible for Disposal)	
<input type="checkbox"/> Excess Rigging To Remove		<input type="checkbox"/> Excess Rigging To Remove	
<input type="checkbox"/> Competitive Displacement		<input type="checkbox"/> Competitive Displacement	
Machine #3		Machine #4	
Manufacturer:		Manufacturer:	
Model:		Model:	
Serial Numbers:		Serial Numbers:	
Accessories/Peris:		Accessories/Peris:	
Meter Read:		Meter Read:	
Original Install Date:		Original Install Date:	
Install Location:		Install Location:	
<input type="checkbox"/> Pick Up Trade In - To be picked up by:		<input type="checkbox"/> Pick Up Trade In - To be picked up by:	
Expected Removal Date:		Expected Removal Date:	
<input type="checkbox"/> Customer Scrap on Site (Customer Responsible for Disposal)		<input type="checkbox"/> Customer Scrap on Site (Customer Responsible for Disposal)	
<input type="checkbox"/> Excess Rigging To Remove		<input type="checkbox"/> Excess Rigging To Remove	
<input type="checkbox"/> Competitive Displacement		<input type="checkbox"/> Competitive Displacement	

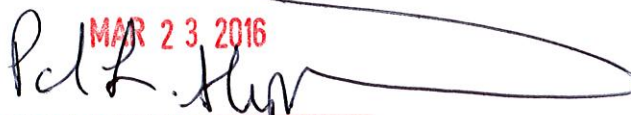
In order to receive the pricing set forth in the purchase, rental or lease agreement for the equipment replacing the equipment and products set forth herein (the "Trade-in Products"), Customer hereby agrees that (i) in the case of Trade-In Products owned by Customer, Customer warrants to CSA that it has clear and merchantable title to all such Trade-in Products and Customer shall, at CSA's discretion and direction, either scrap such Trade-in Products on site or allow CSA to remove the Trade-in Products during normal business hours and Customer hereby sells, transfers and assigns to CSA all right, title and interest in and to all such Trade-in Products and all software provided therewith; or, (ii) in the case of Trade-in Products leased from Canon Financial Services, Inc. ("CFS"), Customer shall allow CSA to remove the Trade-in Products and return them to CFS and such action will not violate the terms of the lease between CFS and Customer; or, (iii) in the case of third party Trade-in Products leased by Customer from a third party, excluding CFS, (referred to in this form as a "Competitive Displacement") or Trade-in Products leased by Customer from a third party, excluding CFS, Customer shall, to the extent permitted under Customer's agreement with its lessor, either return said third party products to such third party, acquire such products or dispose of such third party products.

In all cases described above, Customer warrants to CSA that it has full right and authority to enter into this agreement and agrees that CSA shall not have any liability to Customer or any third party whatsoever, excepting for physical damage it causes to the Trade-In Products.

	CSA Sales Acknowledgement	Sales Manager's Signature
Cara Pavlicek		
Customer Name (Please print)	CSA Name (Please print)	Sales Manager's Name (Please Print)
Village Manager		
Date 3/23/16	Date	Date
Title	Title	Title

**REVIEWED AND APPROVED  
AS TO FORM**

MAR 23 2016

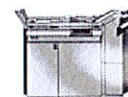


**LAW DEPARTMENT**



# Site Survey

CW500, SCEXP2, DPMNGRLT, Buyout: ColorWave 600 (Reman Only)



## Site Information

Customer Name: VILLAGE OF OAK PARK

Department: Engineering Floor: 2nd Room/Suite: \_\_\_\_\_

Address: 201 SOUTH BLVD

City: OAK PARK State: IL Zip: 60302

Contact Name:(1) MIKE KOPERNIAK Phone: 708-358-5727 Ext: \_\_\_\_\_

Contact Name:(2) \_\_\_\_\_ Phone: \_\_\_\_\_ Ext: \_\_\_\_\_

Region: Branch: Chicago Service Zone: 1

Inspection Date: 02/05/2016 Requested Install Date: 02/29/2016

Priority Message: \_\_\_\_\_

Other Comments: \_\_\_\_\_

## Delivery Requirements

Is a loading dock available? ☒ Yes ☐ No Delivery hours? 8:00 am to 4:00 pm

If yes, what is the dock height? 36 Is the customer site tractor/trailer accessible? ☒ Yes ☐ No

**Please note:** a tractor/trailer can be 48' to 53' in length plus the cab

If not, list building entrance dimensions (list dimensions in inches) : Height: 80 Width: 48

Door Width: 36 Corridor Width: 48 Step Width: 0

# of steps (outside): 0 # of steps (inside): 0

Stair Crawler Required? ☐ Yes ☒ No Number of floors: 0

Will an elevator be used? ☒ Yes ☐ No Elevator hours? 8:00 am to 4:00 pm

Elevator appointment required? ☐ Yes ☒ No If yes, contact name & phone: \_\_\_\_\_

Elevator Dimensions (in inches): Width: 72 Depth: 72 Load Capacity: 4000

Elevator Door Opening (in inches): Height: 80 Width: 48

Customer to move fixed obstructions prior to installation unless special arrangements are made. ☒ Yes ☐ No

If "No", list specifics, contact and phone number: \_\_\_\_\_

Will floor protections be required: ☐ Yes ☒ No

Has the floor condition been confirmed satisfactory by the customer? ☒ Yes ☐ No

## Current Equipment

### REPLACEMENT EQUIPMENT

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Serial Number: \_\_\_\_\_

To Be Removed By: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

\* If existing equipment is to be removed by CSA, additional labor will be invoiced at current published service rates.



### Additional Delivery Requirements

Is a power lift on the truck required:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will metal plates be required for some areas?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is a forklift available at the customer site? *	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are pallet jacks available at the customer site?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Two short ones (4 feet)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Plus one Long one (6 feet) if possible	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Delivery Notes: Due to the dimensions and weight of this machine, a stair crawler cannot be used.</b>	
Is a crane required for delivery of equipment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If a crane is required, is access sufficient (for example, a window)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

### Key Operator Training

Key Operator(s) will be trained upon completion of install: (To be determined)			
Key Operator	Name: Mike Koperniak		Phone/Ext: (708)358-5724
Key Operator	Name:		Phone/Ext:
Date and Time:	<b>Prime Shift</b>	<b>Second Shift</b>	<b>Third Shift</b>
Field Engineer:			
No. of Students:			

### Shipping Information

<b>Weights (in lbs.) and Dimensions (crated in inches):</b>				
Pallet QP5 LWxH	<b>Crated</b> 829 lbs CW700 746 lbs CW500	<b>Uncrated</b> 774lbsCW700 691lbsCW500		
Pallet QP3 Dimensions (LxWxH)	759 lbs	774lbsCW700 691lbsCW500	( 9 separate boxes of varying weight and size all contained on one pallet and banded as a unit)	
QP3	90 X 36 X 49			
Pallet QP4 Dimensions (LxWxH)	110 lbs			
QP4	84 X 34 X 49		(media drawers)	



### Environmental Considerations/Conditions




It is important that the ColorWave 500/700 product be installed in a room with appropriate dimensions. (See the space diagram). Should the room not meet the minimum space requirements, the installation will have to be authorized by the Region Sales Manager and the Region Service Manager

### Operating temperature (T) and relative humidity (RH)

Temperature		Humidity	
	°C	°F	%
Recommended	15-30	59-86	30-80 with no condensation
<b>Room Volume and Ventilation:</b>			
<b>Printers = (15 m3/hr)</b>			
Minimal room volume 530ft <sup>3</sup>			
Minimal room ventilation 441 ft <sup>3</sup> /hour (natural ventilation)			

### Electrical Requirements

Customer is responsible for providing the electrical requirements listed below prior to the machine installation. Electrical receptacles (as shown below) are required.

<input type="checkbox"/> 115 Volt	<input type="checkbox"/> 15 Amps for printer	<b>NEMA-5-15R for Printer</b>  	<b>NEMA-5-15R for Take Up Unit Or CDT</b>  	<b>NEMA-5-15R for Estefold</b>  
<input type="checkbox"/> 3 Wire Ground	<input type="checkbox"/> 15 Amps for Take Up			
<input type="checkbox"/> 15 Amps for CDT	<input type="checkbox"/> 15 Amps for folder			
<input type="checkbox"/> Electrical Supply must be a dedicated line				

**The electrical service will be available on:**

### System Electrical Supply

Component	Freq.	Voltage	
Take Up Unit	60 Hz	115 V +/- 10%	
Printer	60 Hz	115 V +/- 10%	
Folder	60 Hz	115 V +/- 10%	
CDT	60 Hz	115 V +/- 10%	

### Power consumption

	Printer	Take-Up	Scanner
Active :	450W	50W	110W
Standby/Off :	6W		20W
Ready:	280W		



## Space Requirements

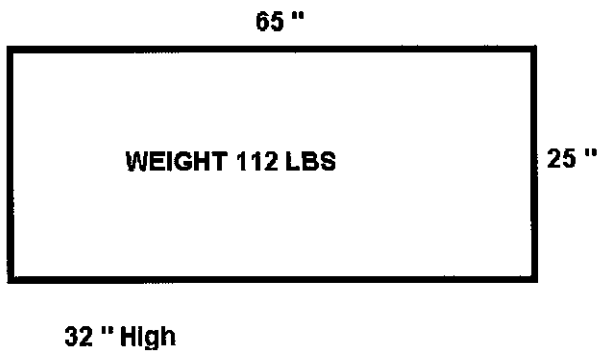
A minimum floor space of 83"x 50" is required for ColorWave 500/700 printer

The working area needs to be 122" x 89" for a printer only

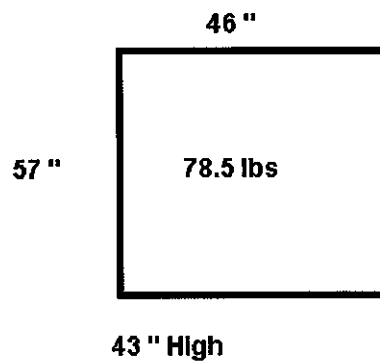
The working area needs to be 122" x 153" for a printer/ TUM / CDT/ Folder

*The ColorWave 500/700 should not be placed near a water boiler; humidifier or subject to ammonia fumes or direct sunlight. Do not place on a heavy wool or shag carpet. This could allow something to enter the printer and cause a fire*

### Take Up Module

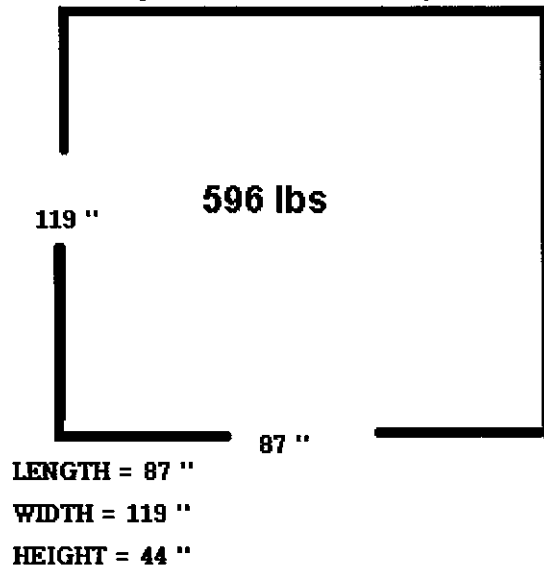


### Copy Delivery Tray



### EsteFolder 4312

(for further details - separate Estefold Site Surveys are on the Intranet)





## Environmental Requirements

### ATTENTION

The Upper Unit is the largest box and **must** be able to move from the truck (A) to the final install area (B).

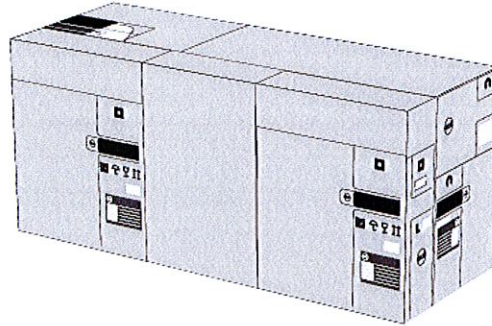
If the Upper Unit can fit, then all the other components will fit.

If the Upper Unit **cannot** travel along the path from (A) to (B), because it won't fit in a hallway, stairway or on an elevator (can be stood on end), then the printer cannot be installed.

#### Standard Installation (pre-installed)



#### Non-Standard Installation (field installed)



## Logistical Flow at Customer

How is the logistical flow of the printer from truck to print room?

A) Can the system roll from truck to print room?

If Yes = Standard Installation

If No because the track is too long or there are small obstacles: continue with B)

If No = Non-Standard Installation

Dimensions of the printing system are:

L: 2100mm (83")

W: 700mm (27.5")

H: 1400mm (55")

How is the logistical flow of the printer from truck to print room?

B) Can the system on a pallet be transported by a pallet truck from truck to print room?

If Yes = Standard Installation

If No = Non-Standard Installation

Dimensions of the printing system are:

L: 2270mm (89.5")

W: 900mm (35.5")

H: 1600mm (63")

## Power Plug and Ethernet Connection

☐ Power plugs less than 13.12 ft (4 m) from / to the printer. The position of the Power cable connection is: at the backside of the printer at the left-hand side.

☐ Customer takes care of Ethernet cable.

The position of the Ethernet connection is: at the backside of the printer at the right-hand side

## Supplies

### Available Toner Pearls CW 500/700

#### CW700

#### CW500

Black	1070036653 pck, Black Toner	1070038734 pck, Black Toner
Magenta	1070036652 pck, Magenta Toner	1070038733 pck, Magenta Toner
Cyan	1070036651 pck, Cyan Toner	1070038732 pck, Cyan Toner
Yellow	1070036650 pck, Yellow Toner	1070038731 pck, Yellow Toner



**Field Service Information**

District Service Manager		
Service Area		
Office Address		
Telephone Number		
FAX Number		
Installation Technician		
Primary Technician		
Back-up Technician		
Salesperson		<b>Phone:</b>
Sales Order Number:	Is this a trial <input type="checkbox"/>	
If a Trial how long (weeks/months)	Contract Approved <input type="checkbox"/>	

**Delivery Information**

Carrier:	
Anticipated Delivery Date:	
Target Installation Date at Site:	
Target Installation Date On-line:	

**Site Survey - Acceptance Signatures**

Customer	Date
CSA	Date
Service Manager	Date

Please return completed form to your Branch Administrator  
Notify your Region Administrator and Bus Ops if any changes occur prior to Installation date.

**Return to:**  
Canon Solutions America  
Attn: Business Operations  
425 N. Martingale Rd., Schaumburg, Illinois 60173  
LFS\_Orders@csa.canon.com  
SASG\_Orders@csa.canon.com



**Canon Solutions America, Inc.  
Amendment**

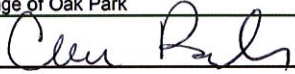
CSA Origination office: 100 Park Blvd., Itasca, IL 60143  
CSA Administrative office: 100 Park Blvd., Itasca, IL 60143

Customer:	Village of Oak Park
Contract No:	421812-02

Bryce Dispensa, Senior Contracts Analyst

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT #421812-02 BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.

Section 25.0 Miscellaneous: Throughout the paragraph, replace the words "New York" with "Illinois" and "New York, New York" with "Cook County, Illinois".

Customer Authorized Signature		CSA Authorized Signature	
Customer Name:	Village of Oak Park	Date:	
Authorized Signature:		Accepted by:	
Name (print):	CARA PAVLICEK	Name (print):	
Title:	VILLAGE MANAGER	Title:	
	Date: 3/23/16		

**REVIEWED AND APPROVED  
AS TO FORM**

  
**MAR 23 2016**  
**LAW DEPARTMENT**