

Customer Agreement

Contract Nbr:	462103-1
Contract Date:	3/6/2020
Business Unit:	LFS

Sold To Company
VILLAGE OF OAK PARK
201 SOUTH BLVD
OAK PARK, IL 60302

Other Company Information
PO Required? **No**
Tax Exempt? **Yes**
FEIN: _____

Condition	Financial Summary
OPTIMIZE.IT	Financing Company: Canon Financial Services, Inc.
Amount Not Financed	Total Price:* \$0.00 *All items and applicable transportation charges are financed
Service	Initial Term:* 60 Months Billing Freq:** Annually Payment:*** Included in Rental Payment Usage billed to: VILLAGE OF OAK PARK, 201 SOUTH BLVD, OAK PARK, IL 60302 *Reference the Solution Summary section for specific charges and entitlements **Frequency listed is reflective of base maintenance only ***Base maintenance payment is included in the rental payment

Contract Content					
Customer Signature on this contract acknowledges receipt of the items listed below which are incorporated into this document by reference.					
Item	Page	Item	Page	Item	Page
Solution Matrix	2	Displacement Details	3	Agreement Terms and Conditions	5
Solution Summary	2	Transaction Specific T&C's	3	OPTIMIZE.IT Amendment	12
Solution Details	3	Product Specific T&C's	4	Site Survey Acknowledgement	14

Authorization	
By execution hereof, the signer certifies that (s)he has read the entire Customer Agreement ("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. In case of a conflict between the Customer Agreement Terms and those in the transaction details, the terms in the transaction details shall prevail.	
Customer Authorized Signature	CSA Authorized Signature
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title	Corporate Address
Date	Date

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Solution Matrix

This section presents an overview of products on this contract. Each product is assigned a solution number that is used as a reference throughout the other sections of this contract.

Sol Nbr.	Description	Qty	Activity Type	Amount Not Financed
1.	ColorWave 3500 2 Roll Printer with Scanner Express IV	1	New Placement	\$0.00
1.1	ColorWave 3500 Printer 2 Roll Printer			
1.2	Scanner Express IV			
	Total:			\$0.00

Solution Summary: 1. ColorWave 3500 2 Roll Printer with Scanner Express IV

Quantity: 1

Configuration: 1.1 ColorWave 3500 Printer 2 Roll Printer

Configuration Type	Activity Type	Transportation Type	Amount Not Financed		
CW3500	New Placement	Delivery & Installation	\$0.00		
Service					
Initial Term	Coverage Information		Price Fixed For	Billing Frequency	Usage Frequency
60 Months	1x5 M-Fr 8-5pm		60 Months	Annually	Quarterly
Months	Service Condition Details		Billable Meter	Usage Charges	
1-60	<p>Standard Maintenance --Supplies Included</p> <p>Includes TONER shipped Upon Request by Customer. --Term entitlement of 30 units. --Selected from an Assortment of: --COLORWAVE 3500 TONER YELLOW, COLORWAVE 3500 TONER CYAN, --COLORWAVE 3500 TONER MAGENTA, and COLORWAVE 3500 TONER BLACK.</p>		Total Square Feet	Allowance of 3000 Quarterly With Excess of \$0.04902 per Square Foot	

Configuration: 1.2 Scanner Express IV

Configuration Type	Activity Type	Transportation Type	Amount Not Financed		
SCEXP4	New Placement	Delivery & Installation	\$0.00		
Service					
Initial Term	Coverage Information		Price Fixed For	Billing Frequency	Usage Frequency
60 Months	1x5 M-Fr 8-5pm		60 Months	Annually	Quarterly
Months	Service Condition Details		Billable Meter	Usage Charges	
1-60	Standard Maintenance --Supplies Not Included		N/A	N/A	

Ship To Location: VILLAGE OF OAK PARK, 201 SOUTH BLVD, OAK PARK, IL 60302

Solution Details: 1. ColorWave 3500 2 Roll Printer with Scanner Express IV

Quantity: 1

Configuration: 1.1 ColorWave 3500 Printer 2 Roll Printer

Activity Type: New Placement

Description	Qty	Amount Not Financed
ColorWave 3500 Printer	1	\$0.00
ColorWave 3500 Product License	1	--
ColorWave 3500 Install Kit	1	--
TDS/CW Initial Supply (1ea=1ct=2rl)	1	--
ColorWave 500/600/3000 Initial Supplies A	1	--
Rear Cover Scanner 2	1	--
Receiving Rack 2	1	--
ColorWave 3500 PDF/APPE	1	--
Color IPak	1	--
2 Help Desk Incidents (Required on Direct Sales)	1	--
OPTIMIZE.IT Program	1	--

Configuration: 1.2 Scanner Express IV

Activity Type: New Placement

Description	Qty	Amount Not Financed
Scanner Express IV	1	\$0.00
OPTIMIZE.IT Program	1	--

Displacement Details

In order to receive the pricing set forth in the Customer Agreement/Schedule 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 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 and Customer hereby sells, transfers and assigns to CSA all right, title and interest in and to all such Trade-In Products and all embedded 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; or, (iii) in the case of non-CSA Trade-In Products leased by Customer from a third party (referred to in this form as a "Competitive Displacement"), Customer shall, to the extent permitted under Customer's agreement with its lessor, either return said third party products to the lessor or acquire title to and dispose of such Trade-In 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.

Displacement Type	Model	Serial Number	Removal Method	Equipment Location
CSA Buyout	CW500	497001655	By CSA	201 SOUTH BLVD OAK PARK 60302
CSA Buyout	DPMNGRLT	HBW7SD	By CSA	201 SOUTH BLVD OAK PARK 60302
CSA Buyout	SCEXP2	350208266	By CSA	201 SOUTH BLVD OAK PARK 60302

Transaction Specific Terms and Conditions

In case of a conflict between the Transaction Specific Terms and Conditions and any other terms herein, the terms in the Transaction Specific Terms and Conditions shall prevail.

Terms and Conditions

Customer Agreement

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Business Unit:	LFS

Product Specific Terms and Conditions

In case of a conflict between the Product Specific Terms and Conditions and any other terms herein except those in the Transaction Specific Terms and Conditions, the terms in the Product Specific Terms and Conditions shall prevail.

Sol Nbr.	Configuration Type	Terms and Conditions

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, pursuant to the terms contained herein.
- 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 applicable 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. **CSA** means Canon Solutions America, Inc.
- g. **Customer** means the business entity defined on the first page of this Customer Agreement.
- h. **Documentation** means documents and other materials provided to Customer to support use of Product(s).
- i. **Educational Services** means training provided by CSA.
- j. **Excess Charge** means charges in Excess of the Square Foot or SmartClick Allowance specifically set forth on the Solution Summary.
- k. **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.
- l. **Equipment** means printing and/or scanning equipment, including accessories and ancillary equipment each and all of which is identified in the Solution Summary, excluding NOLI Products.
- m. **Firmware** means software embedded in Equipment in object code form, incidental to operation of the Equipment.
- n. **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 applicable Customer Agreement Addendum.
- o. **Installation** means the Equipment is ready for commercial operation in accordance with manufacturer's published specifications.
- p. **Installation Site** means the Customer's "Ship To" address specified in the Solution Summary and to which Customer requests that CSA ship the Equipment or Software. Delivery will be made to the Installation Site.
- q. **Maintenance** means the repair and/or replacement of parts, subassemblies, and Firmware to keep the Product(s), in good working order per manufacturer's or CSA's written specifications, as the case may be. 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.
- r. **NOLI Products** means Non-CSA listed items, which may include hardware, software (and specifically third party software), equipment, supplies, service, warranty, network equipment and other items not listed in CSA's price list and which are designated as such in the in the Solution Details. NOLI Products are provided as a convenience to Customers and are not eligible for CSA warranty or maintenance and accordingly Customer waives any claim it might have against CSA for any loss, damages or expenses caused by NOLI Product(s).
- s. **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.
- t. **Product** means Equipment, Maintenance, Professional Services and Educational Services provided hereunder, excluding NOLI Products.
- u. **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 applicable Customer Agreement Addendum.
- v. **Server Software** means that portion of the 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.
- w. **Service Charges** means charges invoiced by CSA for Maintenance Services and/or Software Support and or charges based on use.
- x. **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.
- y. **Software** means each software programs provided by CSA, whether Firmware or provided via separate media or download and any Software revisions or updates related thereto that is set forth in the Solution Summary.
- z. **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 are 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.

2.0 This Agreement governs the provision of Products and NOLI Products identified in the Solution Summary and/or Solution Details 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. All acquisitions are subject to credit approval. In case of a conflict between the terms herein and the terms in the transaction details, the terms in the transaction details shall prevail. 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.

"Equipment" means hardware that is New/Newly Manufactured, Factory Produced New Model, Like New, Remanufactured, Refurbished or Used. "New/Newly Manufactured" shall mean equipment that has been 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. "Factory Produced New Model" shall mean equipment that has been subject to a process of disassembly, cleaning, refinishing, replacement of defective components with new or used components and has been converted to new-model status. 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. "Remanufactured" shall mean equipment that

has been subject to a process of disassembly, cleaning, refinishing, and replacement of defective components with new or used components and is fully tested to assure product performance and reliability specifications. Meters have been reset to zero. "Refurbished" means equipment that has been under CSA maintenance and has been tested to ensure full functionality and reliability to specifications. "Used" means equipment that has been maintained under CSA's authorized technical standards. Used equipment is offered without warranty.

3. Delivery; Risk of Loss; Insurance

Customer is responsible for freight, delivery and rigging charges. Risk of loss shall pass to Customer upon delivery to Customer's loading dock. From the time of delivery 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 including property insurance covering the Equipment in an amount at least equal to the Equipment purchase price. Delivery dates are estimates only, and CSA shall not be liable for delays in delivery due to causes beyond CSA's reasonable control.

4. Installation and Site Preparation

(a) CSA shall install the Equipment at the Installation Site. Installation shall be deemed complete when the Equipment has been installed and is ready for commercial operation. Customer shall furnish a suitable installation site in accordance with CSA's power, environmental, and other requirements. All site preparation, including appropriate space requirements, electrical wiring, air conditioning, required venting or special duct work and necessary permits or approvals, is Customer's responsibility.

(b) For Software installed at a Customer location, installation shall be deemed complete when the Software has been installed and is ready for commercial operation. For all other Software, installation shall be deemed complete when Customer is provided instructions on how to access and/or download the Software.

(c) Customer operator training (in addition to initial no charge training provided upon installation) is available from CSA at its training rate in effect at the time of such training pursuant to Section 14, Educational Services.

5. Payment and Taxes

(a) Payments are due thirty (30) days from the date invoiced. Invoicing will occur after completion of Equipment or Software installation (as applicable). Unless otherwise agreed to in writing in the Transaction Specific Terms and Conditions, Service Charges shall start billing and Customer shall start payment upon such completion of installation. Monthly maintenance charge(s) ("Monthly Maintenance Charge(s)") and monthly usage charge(s) ("Monthly Usage Charge(s)") (collectively "Service Charges") are billed for full month periods. If Equipment is installed on other than the first of the month, then the period from the install date to the end of the month shall be the "Interim Period". Customer shall pay CSA an amount equal to the Monthly Maintenance Charges divided by thirty (30) days and multiplied by the number of days in this "Interim Period". Monthly Usage Charges shall also be charged according to the meter reading for this Interim Period. If applicable, Customer shall provide meter reading by the last calendar day of each month by a CSA approved method. Should such meter reading not be provided in a timely fashion, Monthly Usage Charges will be estimated and billed by CSA, and payment will be made based upon such estimation. Once per twelve month period (regardless of the initial maintenance term set forth in the Financial Summary), upon thirty (30) days prior written notice, CSA may adjust pricing for Service Charges, Software support fees, supplies and other materials, by a maximum of ten percent (10%). Customer agrees to pay on demand, as a late charge, 1.5% per month limited by the maximum rate permitted by law, on all overdue payments whether such payments are due prior to or after a Default. All payments shall be made at the office of CSA set forth in an invoice, or at any other place designated by CSA.

(b) When supplies (e.g. toner, developer, inks) are included in the minimum maintenance payment (or MMC/MUC as applicable), Customer is entitled to the amount of toner/supplies which, on average, covers six percent (6%) of the letter size media unless another coverage rate is specified in the Product Specific Terms and Conditions. For cutsheet color Products, when supplies are included in the minimum maintenance payment (or MMC/MUC as applicable), Customer is entitled to the amount of toner/supplies which, on average, covers ten percent (10%) of the letter size media per color (black counts as a color). Unless specifically agreed to in the Product Specific Terms and Conditions, supplies do not include staples. Reconciliation for overuse of toner/supplies shall be invoiced to and paid by Customer at the rates in effect at the time of such reconciliation, and will be calculated based on coverage/use.

(c) Customer agrees to pay or reimburse CSA for all 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).

6. Warranty; Limitation of Liability

Sections 6.1 – 6.3 do not apply to NOLI Products.

6.1 Equipment Warranty

CSA warrants that on completion of installation Equipment will be (1) in material conformance with the manufacturer's published specifications, (2) qualified for CSA's standard maintenance services and (3) free from material defects in workmanship and materials. All parts 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. Customer's sole and exclusive remedy for breach of the foregoing warranty shall be to reject the Equipment and cancel this Agreement at the time installation is completed. In no event shall a breach of this warranty give rise to a claim for damages against CSA. The warranty set forth herein does not apply to Used Equipment and is conditioned upon Customer giving prompt written notice to CSA of any discovered defects at the time installation is complete. Unless otherwise agreed to in writing, CSA will not perform repairs or parts replacement for defects or damage resulting 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.

6.2 Software Warranty

(a) CSA warrants that upon installation the Software will materially conform to CSA's then current published specifications, provided the Software is properly installed (if installed by Customer) and used. CSA does not warrant that (i) Software will meet Customer's requirements or that operation of the Software will be uninterrupted or error-free or (ii) that any Software-related services rendered hereunder will result in improvements in Software or in the solution to any problems Customer may encounter in the use of Equipment or Software.

(b) CSA warrants that prior to installation, CSA has tested the Software using commercially available virus detection programs and no viruses were found.

(c) The entire liability of CSA, and the sole remedy of Customer, in the event of breach of any warranty in this Section 6.2 shall be CSA's use of commercially reasonable efforts to correct or replace the non-conforming Software within a reasonable period of time after receiving written notice from Customer and if those efforts are unsuccessful CSA shall refund the Software License Fee paid by Customer (if any) to CSA less a reasonable fee for the period of use (based on depreciation deducted over a five year straight line basis), provided Customer ceases all use of and returns the Software to CSA.

6.3 Service Warranty

CSA warrants that services will be provided in a good and workmanlike manner consistent with industry standards. CSA further warrants that all material and parts furnished pursuant to this Agreement 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 shall have no liability to the extent that Customer's acts or omissions contributed to a breach of this warranty.

6.4 Disclaimer

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.

6.5 Limitation of Liability

(a) NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, DATA, REVENUE OR PROFIT, (EXCEPT AS TO REVENUE OR PROFIT ARISING FROM THE TRANSACTION HEREUNDER), 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.

(b) EACH PARTY'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 SERVICES, 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.

(c) THE LIMITATIONS SET FORTH IN SECTIONS 6.5(a) and 6.5(b) ABOVE SHALL NOT APPLY TO OR LIMIT THE LIABILITY OF A PARTY FOR: (I) PERSONAL INJURY (INCLUDING DEATH) OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT CAUSED BY EITHER PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT OR (II) FOR CLAIMS ARISING UNDER SECTION 9 ("INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS"), OR (III) ANY VIOLATION BY CUSTOMER OF THE LICENSES GRANTED IN SECTION 10.1 HEREIN

7. Title; Security Interest; Trade-in

(a) Title to Equipment shall pass to Customer upon payment in full. CSA shall retain a first priority security interest in the Equipment (as described more fully herein and Solution Summary) 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 Equipment including all accessories, attachments, replacements, substitutions, modifications and additions thereto 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 Equipment including attachments, replacements, substitutions, modifications and additions thereto. Prior to payment being made in full, Customer shall not move the Equipment or Software from the Installation Site without first obtaining prior written consent from CSA.

(b) 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.

8. 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 thirty (30) days from the due date; or (ii) failure to comply with any material provisions or perform any of its material 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 thirty (30) days from any such failure.

(b) Upon any uncured Default, CSA may exercise any one or more of the following remedies (which remedies shall be cumulative): (i) terminate this Agreement; (ii) suspend, limit or terminate access to and use of any Software hosted by CSA or any of its third party hosting services providers; (iii) declare all amounts due from Customer, immediately due and payable in full; or (iv) exercise any other right or remedy available to it under any applicable law or proceed by appropriate court action to enforce this Agreement or recover damages for breach thereof. Further, if the Default is for unpaid Equipment and/or unpaid Software license fees, CSA may exercise any one or more of these additional remedies: (i) secure peaceable repossession and removal of the Equipment/Software by CSA or its agent without judicial process; (ii) sell, lease or otherwise dispose of the Equipment/Software at public or private sale without advertisement or notice except as required by law, upon such terms and at such place as CSA may deem advisable and CSA may be the purchaser at any such sale; or (iii) require Customer to pay all expenses, including legal fees and costs, in connection with the Equipment/Software relating to its retaking, refurbishing, selling or the like. 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 Equipment/Software or otherwise mitigate its damages.

9. Intellectual Property Infringement Claims

(a) CSA shall defend Customer against any third party claim that the Equipment or Software (but specifically excluding NOLI Products) infringes a third party's United States patent, copyright or other intellectual property right and CSA shall pay 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 Equipment/Software, 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 Equipment/Software or to replace or modify the Equipment/Software 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 Equipment/Software upon request by CSA or CSA may terminate access to and use of any Software hosted by CSA or a third party hosting services provider. Upon such return or termination, CSA shall (i) refund the applicable Equipment purchase price or (for Software licensed on a perpetual basis), the Software license fee paid by Customer, less depreciation deducted on a five year straight-line basis or (ii) for Software licensed on a subscription basis, CSA will return any prepaid but unused subsection license fees as of the date use or of access to the Software is terminated. 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.

(b) 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.

10. Grant of License; Confidentiality; Security

10.1 (a) CSA grants Customer a personal, non-exclusive, non-transferable, limited license to use the Software (in compiled object code form) in the United States solely for its internal use, and to use the Documentation in support of Customer's authorized use of the Software for the time period set forth in the Solution Summary or, if no time period is set forth in the Solution Summary, until this Agreement is terminated in accordance with its terms or until Customer ceases using Software with the Equipment. In addition to the Software, the Equipment identified in the Solution Summary may contain other software that is used in connection with the maintenance of the Equipment (the "Maintenance Software"). Customer hereby acknowledges and agrees that the Maintenance Software has been installed for the sole purpose of use by a field engineer or technician authorized in writing by CSA to maintain the Equipment. Customer is not granted, whether by license or otherwise, any right to access or use the Maintenance Software for any purpose whatsoever, all rights to which are hereby expressly reserved by CSA. Any access or use of the Maintenance Software or any part thereof by Customer or any other person, including any person who purchases the Equipment from the Customer, is strictly prohibited. The Software license granted hereunder may not be assigned by Customer without the written consent of CSA and the payment of an additional license fee by the assignee (or subsequent licensee). No such additional license fee shall be due for Software embedded in the Equipment in the form of firmware.

(b) Software, including all results, information, ideas, data and products of any services provided by CSA (excluding Customer's data throughput) shall be the sole property of CSA or its suppliers and shall be regarded by Customer as Confidential Information of CSA. Customer shall not sell, transfer or otherwise make available the Software or Documentation to any third party and shall secure and protect them 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. Customer may disclose the Software and Documentation to its employees (including contractors and temporary help) only to the extent (a) such disclosure is necessary to enable Customer to use the Software within the scope of the license granted herein and (b) any such parties agree that the Software is CSA's confidential information and agree to protect the Software pursuant to the terms set forth herein. Customer may copy the Software in machine readable form for backup and archival purposes only as necessary to support Customer's internal use of the Software with the Equipment on which use is licensed. Customer shall not modify, use other than for purposes of this Agreement, reverse engineer, disassemble or decompile any Software in whole or in part. All Software is a "commercial component," as this term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. §252.227-7014(a)(1) and 48 C.F.R. §252.227-7014(a)(5), respectively, and used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable and all as amended from time to time. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire Software only with those rights set forth in this Agreement.

(c) Upon expiration or termination of Customer's license to use Software identified in the Solution Summary, Customer shall either (i) return the Software and Documentation, and all copies thereof, or (ii) certify to CSA in writing that the Software and Documentation, and all copies thereof, have been destroyed. Upon expiration or termination of Customer's license to use Software hosted by CSA or a third party hosting services provider, Customer's right to access and use such Software will be terminated. If Customer requests that the Software be re-hosted (the installation of an existing software license onto a different hardware platform which might be either a server or mainframe hardware platform) an additional Software license fee may be due from Customer. In order to receive Software updates, fixes and enhancements (maintenance), Customer must continue to pay the license maintenance fee which is identified in the Solution Summary. If Customer discontinues paying the license maintenance fee, Customer will not receive maintenance, however, Customer is permitted to use the Software "as is" with no obligation on the part of CSA with respect to such use or maintenance. With respect to certain 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.

10.2 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 (hereinafter referred to collectively as "Confidential Information"). The parties agree to restrict circulation of all Confidential 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. Confidential Information shall not include information known to a party prior to disclosure hereunder; or which is or becomes publicly known through no wrongful act of the other party; or which is independently developed by a party as proven by its written records; or which is disclosed to the other party by a third party without any breach of obligations of confidentiality.

10.3 Hard Disk Drive Security

(a) Customer acknowledges that the hard disk drive ("HDD") on any Equipment may retain images, content, or other data during normal operation of the Equipment ("Data"), and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of its affiliates has an obligation to erase or overwrite Data prior to or upon Customer's return of the Equipment to CSA or any leasing company or other disposition of the Equipment. Customer is solely responsible for determining and implementing the appropriate method for erasing or overwriting Data during the Equipment's use by or on behalf of Customer and upon return of the Equipment to CSA or any leasing company or other disposition of the Equipment.

(b) Without limiting the foregoing, Customer should, prior to return or other disposition of the Equipment, (i) if applicable, utilize the HDD formatting (or comparable) function (which may be referred to as "Initialized All Data/Settings" function) which may be found on the Equipment to perform a one pass overwrite of Data or, if this function is not available on Equipment (ii) Customer may purchase from CSA a replacement hard drive (in which case Customer should properly dispose of the replaced hard drive). The replacement hard drive must be requested by Customer in writing at least ten (10) and not more than thirty (30) business days before the Equipment's scheduled removal from Customer's premises.

11. Professional Services

During the term of this Agreement, CSA may provide services to Customer as either Implementation Services or Consulting Services (collectively, "Professional Services").

(a) Implementation Services 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. The cost of Implementation Services shall be set forth in the Solution Summary and does not typically require on-going maintenance.

(b) Consulting Services shall be provided as mutually agreed between CSA and Customer. Customer and CSA shall negotiate the services to be provided and the cost to Customer, which shall be set forth in a Consulting Services Agreement or Statement of Work Addendum ("SOW") to this Agreement. The SOW 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).

(c) If Consulting Services includes the creation or provision of custom software (defined for this section as "Custom Software"), these terms also apply: (i) bug fixes are provided at no additional charge if maintenance support is included in the SOW for the Consulting Services and if so, will be provided under the terms of Section 12.4(a); (ii) examples of maintenance charges that may be charged for Custom Software would include software revisions under the same terms as Section 12.4(b) and new software releases under the same terms as Section 12.4(c). Support for Custom Software does not include moving the Custom Software to different equipment or operating system levels and does not include updates or upgrades of any third party software or resolution of network errors not directly related to software. All support will be provided remotely. If on-site support for Custom Software is required, CSA will charge its then published hourly service rates and minimum charges for service time, plus actual travel expenses.

(d) Unless otherwise agreed to in writing, all ideas, improvements, know-how, discoveries, and techniques including without limitation, computer programs, routines and code, developed in connection with Professional Services ("Deliverables" or Custom Software) shall be owned by CSA, and upon creation thereof, CSA grants to Customer a personal, non-exclusive, non-transferable royalty-free limited license to use such Deliverables/Custom Software in the United States solely for internal use and solely in conjunction with Equipment identified in the Solution Summary. At Customer's request, CSA will, under the terms of such a license, make available to Customer information created as a result of Professional Services provided under this Section 11, and affixed in a tangible medium of expression.

12. Maintenance

Should Customer purchase CSA maintenance support services for Equipment and/or Software, the following terms shall govern CSA services described herein may be rendered by CSA's independent contractors.

12.1 Customer shall: (a) provide CSA reasonable and safe access, subject to Customer's safety and security regulations, to the Equipment for performance of maintenance as deemed necessary by CSA; (b) allow CSA to store reasonable quantities of maintenance equipment and/or parts on Customer's premises; (c) provide a suitable environment for the Equipment in accordance with manufacturer's environmental requirements; and (d) inform CSA promptly of any operating problems

12.2 Equipment Support CSA shall provide Customer: (a) CSA's standard preventive maintenance services ("PMs"), including labor and replacement parts to be provided Monday – Friday during CSA's standard business hours (the length and frequency of periods of time required for preventive maintenance will be determined by CSA); (b) corrective maintenance coverage as indicated Solution Summary, including labor and replacement parts (service on CSA holidays is available with advance notice to CSA and CSA shall bill Customer at its then current hourly rates for holiday service); (c) firmware updates to Software embedded in the Equipment as its operating system; and (d) engineering changes, including safety changes, deemed necessary by CSA. Preventive maintenance includes testing, adjusting, cleaning and replacement of components scheduled in accordance with the Equipment service specifications. PMs performed on weekends, holidays or between 5PM and 8:00AM (at Customer's request) will be billed at CSA's holiday rates in effect at the time of such service. If Customer refuses to permit installation of a safety change or removes one already installed, CSA may discontinue maintenance support services for all Equipment until the hazard has been corrected. All defective parts replaced during maintenance shall become the property of CSA. Parts used for repair may be used or remanufactured in accordance with manufacturer's specifications.

12.3 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 (or other) protocol and (b) store and analyze such data solely for CSA's own purposes related to servicing the Equipment and for Product improvement. CSA does not have access to Customer data via Remote Software. CSA only has access to internal printer data, which is Canon Confidential Information. It is Customer's responsibility to protect its network from all ingress and egress points, including the Remote Software network and CSA shall not be liable for any unauthorized access by third parties (except to the extent such access is caused by CSA's negligence or willful misconduct)

12.4 Software Support; Modifications

(a) CSA will use reasonable efforts to correct reproducible errors in any current, unaltered release of Software caused by a defect or malfunction which prevents Customer from operating the Software in a manner consistent with CSA's then current published specifications. CSA, in its sole discretion, shall choose the method to correct or replace the Software. These methods may include, but are not limited to, telephone, remote and on-site support. Support of any Software modified by Customer or any third party not authorized in writing by CSA, is not covered by this Agreement. If either Customer or a third party modifies the Software and, in CSA's sole opinion, such modification affects the performance of the Software, Customer shall pay CSA, at CSA's then applicable rates, for all resulting support services.

(b) CSA will make Software revisions available at no charge for Software deemed by CSA as current release versions to Customers covered under an active CSA software maintenance contract. Software revisions shall be defined as enhancements, modifications, updates, and improvements to the Software that CSA classifies as dot releases, meaning the Software revision code changes only in the fractional portion of the program level (i.e. v1.20 >v1.25>v1.41, etc.) ("Dot Release"). Dot Releases may contain both product improvements and new functionality. The improvements to the core product will be included at no charge. The new functionality portion of Dot Releases is optional and such new functional portions will be offered to Customers at reasonable prices. Installation of Dot Releases 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. In addition, the cost of any server hardware modifications/upgrades required to run the Dot Releases are the Customer's sole responsibility.

(c) CSA will make new Software releases available to Customers covered under an active CSA software maintenance contract at reasonable upgrade prices. New Software releases are defined as those enhancements, modifications, updates, new functionality and improvements that CSA classifies as a version release, meaning the whole number portion of the Software version changes (i.e. v1.xx >v2.xx>v3.xx etc.) ("Version Release"). Installation of Version Releases 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. In addition, the cost of any server hardware modifications/upgrades required to run the Version Release are the Customer's sole responsibility.

(d) Support does not include (i) administration of servers or database products; (ii) support of Software installed on equipment using "beta" or operating systems not supported by CSA; (iii) resolution of network errors not directly related to Software; or (iv) installation, setup or support of third party products not supported by CSA or software not acquired from CSA. Maintenance does not include updates, upgrades and new releases or versions of third party products sold with or used in conjunction with CSA Software. CSA will provide support services for (a) the latest Software Version Release (e.g.v5) following the date it is made generally available and (b) for the immediately prior Version Release (e.g. v4) during the twelve (12) month period following the date the latest Software Version Release (v5) is generally available. Software support shall terminate if CSA declares end of life or end of development for such Software, and then only with at least ninety (90) days prior written notice.

(e) 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. Purchase and administration of anti-virus software is Customer's responsibility. Assistance for installing and maintaining anti-virus software is outside the scope of standard support but is available from CSA as a billable service upon request.

12.5 Remote Help Desk Support (applicable to cut sheet printers and Software under 5x8 service coverage)

If Customer purchases "Remote Help Desk Support, then the following terms are applicable:

(a) CSA provides Remote Help Desk Support via telephone to access CSA Support Specialists for operator questions, installation support, explanation of maintained software features and functionality, network connectivity questions, and other support issues ("Remote Support"). Remote Support is available Monday-Friday 8:30AM to 8:00PM EST, excluding holidays. By purchasing Remote Support, Customer has unlimited access to the help desk.

(b) CSA will provide Remote Support 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.

12.6 Services for Additional Charge

(a) The services listed in this Section are not included as part of CSA's remedial or preventive maintenance services: Services for repair of Equipment (including the inkjet heads in CSA's printers or the fuser rollers in CSA's continuous feed printers) or replacement of parts (including the inkjet heads in CSA's printers or the fuser rollers in CSA's continuous feed printers) caused or made necessary, in CSA's reasonable discretion, in whole or in part, by: (i) Customer's 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) alterations 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) Customer's failure to perform or its failure to correctly perform the normal duties of Customer's operators; (vii) the use of any non-CSA parts, toner, developer or inks; (viii) the use of forms not in compliance with CSA's paper specifications; (ix) 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 reasonable discretion, Equipment has been rendered un-repairable, then CSA may refuse to render services under this Agreement and may terminate this Agreement.

(b) If repairs or replacements as set forth above are needed due to the causes listed in (a) above, CSA's prices to provide any such repair or replacements will use the current published hourly service rates and minimum charges for the service time, which includes travel and waiting time; (ii) use the current parts and material prices; and (iii) charge for shipping and travel expenses. All repairs will be governed by the terms of this Agreement, however, CSA reserves the right to decline to perform such services.

13. Ordering of Supplies and Other Materials

Customer orders for supplies, staples, field replaceable units, consumables, expendables or any other materials normally purchased by Customers (a) must include a valid Customer purchase order number; (b) are shipped to Customer FOB destination; and (c) are subject to a twenty percent (20%) restocking fee if accepted for return by CSA pursuant to its material return authorization procedure. If Customer requires a carrier other than CSA's preferred carrier(s), Customer shall provide CSA with the carrier's name and Customer's account number so that delivery charges will be incurred directly by Customer. "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 the actual delivery charges. Claims for defective items, item shortages and invoice discrepancies as well as notification of both lost shipments and in transit damage to items (not otherwise accepted by Customer) must be provided to CSA within ten (10) days of the earlier of either (i) receipt of the item or (ii) the invoice date.

14. Educational Services

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 a 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, CSA rates in effect at the time of such training shall 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. 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. 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 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. 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.

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 out of pocket costs and expenses. Monies received for a training session are not refundable if the cancellation notice is received by CSA less than five business days of the scheduled date for such training session. However, CSA may, within its sole discretion, apply such monies to a rescheduled training session. CSA is not obligated to refund any monies paid for registrants not attending any scheduled training session.

15. Renewal and Termination

The Financial Summary shall identify an initial maintenance term. If no term is identified in the Financial Summary, the initial maintenance term shall be twelve (12) months and Customer shall not terminate maintenance services during the initial term. Customer may terminate maintenance services in any renewal period upon at least ninety (90) days prior written notice. The initial maintenance term shall begin upon installation of the Equipment or Software or, if already installed, upon certification by CSA. 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 shall provide Customer with ninety (90) days prior written notice of renewal of maintenance services. CSA may withdraw any item of Equipment or Software from maintenance coverage (i) if such Equipment or Software has been removed from the Installation Site; (ii) if Customer violates any terms or conditions of this Agreement; or (iii) if CSA declares end of life for such Equipment or Software, and then only with at least ninety (90) days prior written notice. Customer shall pay monthly service charges up to the date of termination. For any prepaid amounts, CSA shall refund or credit the pro rata amount of the remaining term from the effective date of termination.

16. 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 (including serial numbers) and to correct any errors in the Agreement. 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.

17. Miscellaneous

Any variance from or additions to the terms and conditions of this Agreement in any purchase order or other written notification from Customer will be of no effect. This Agreement (including all rights and licenses granted herein) may not be assigned or transferred by Customer to any party without the prior written consent of CSA. Any permitted assignment or transfer shall be subject to compliance by assignee or transferee as applicable, with the terms and conditions that apply to Customer under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, permitted successors and assigns.

Neither party shall have any 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. No action regardless of form arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has arisen. 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 Equipment, Services and Software 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 ILLINOIS WITHOUT REGARD TO ITS CHOICE OF LAW RULES. Each party expressly and irrevocably agrees: (a) that any and all legal disputes whatsoever concerning this Agreement must be brought in the State or Federal courts located in Cook County, Illinois 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 Cook County, Illinois for purposes of resolving legal disputes concerning this Agreement 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.

Canon Solutions America, Inc.

OPTIMIZE.IT 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:	

THIS OPTIMIZE.IT AMENDMENT IS ATTACHED TO AND MADE A PART OF THE CONTRACT # 462103-1 BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.

Definitions:

- "Supplies" means: (i) for Océ TDS models and PlotWave models, Océ Black Toner and Developer; and (ii) for Océ ColorWave models, Océ TonerPearls cartons
- "Program" means the Optimize.IT Océ TDS Black Toner/Océ PlotWave Black toner/Océ ColorWave Toner Pearls Cartridge Program.
- "Scheduled Supplies" means: in connection with Océ TDS Equipment and Océ PlotWave Equipment, the fixed amount of Océ Black Toner to which the Customer is entitled as set forth in the Agreement.
- "Supplies Entitlement" means: in connection with Océ ColorWave Equipment, the amount of Océ TonerPearls cartridges to which Customer is entitled as set forth in the Agreement.
- "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.

Add the following to the end of the Canon Solutions America, Inc. Customer Agreement Terms and Conditions:

18.0 OPTIMIZE.IT TERMS: (The following terms are only applicable if Customer is participating in the OPTIMIZE.IT program):

- a. Supplies Program. So long as Customer is not in default, this Supplies program entitles Customer to the fixed amount of genuine Océ Supplies as set forth in the Customer Agreement on a scheduled or entitlement basis, during the term of the Agreement. Scheduled Supplies for Océ TDS Equipment or Océ PlotWave Equipment will be shipped to the Ship-To address as set forth in the Agreement on a scheduled basis during the term of the Agreement. Supplies for Océ ColorWave Equipment will be shipped pursuant to Customer's order and subject to the Supplies Entitlement during the term of the Agreement. Changes to this Supplies program are valid only upon execution of a new Supplies Program Amendment.
- b. SUPPLIES Shipment.
 - (i) For Océ TDS Equipment or Océ PlotWave Equipment, and provided Customer is not in default: Supplies shipments will be automatically shipped and will continue for the full term of the Agreement, without Customer's request or without requiring any documentation or order confirmation from Customer. For Océ TDS Equipment and for Océ PlotWave Equipment, one unit of supplies is equal to one carton of Océ Black Toner. CSA will ship only on the periodic shipment schedule dates. CSA will not accelerate or expedite shipments unless otherwise approved by CSA. 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. The cost to Customer for such additional Supplies is included in the Excess Meter Charge. The Minimum Periodic Payment and Excess Meter Charges may both include a charge for toner. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer's consumption and subject to CSA's approval, which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This Supplies program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.
 - (ii) For Océ ColorWave Equipment – SmartClick Plan: Customer is responsible for ordering Supplies as needed during the term of the Agreement. For Océ ColorWave Equipment, if additional Supplies over the fixed contract quantity are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. The cost to Customer for such additional Supplies is included in the Excess SmartClick Charge. The Minimum Periodic Payment and Excess SmartClick Charges may both include a charge for toner. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer's consumption and subject to CSA's approval, which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This Supplies program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.

(iii) For Océ ColorWave Equipment – Square Foot Plan: 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. Customer will be invoiced separately for such additional orders over the fixed contract quantity and agrees to pay for such additional quantities. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer's consumption and subject to CSA's approval, which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This Supplies program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.

- c. **EXCESS CHARGES.** CSA shall periodically invoice Excess Meter Charges and other usage fees ("Service Charges"). In the event that the periodic Allowance is not achieved (the actual net usage for the period is less than the Allowance for the period), fifty percent (50%) of the unutilized Allowance will be carried forward to the next periodic Allowance.
- d. **MISCELLANEOUS.** Customers will be charged for all shipping and handling charges associated with expedited shipments, emergency shipments, and special delivery of any order(s) for Supplies. Damaged or short toner must be noted on the carrier copy of the delivery receipt and reported to Imaging Supplies Customer Service within three (3) business days of delivery in order to obtain credit. Customer is responsible for freight charges associated with returned toner due to Customer error. Customer must obtain a return Authorization number from Imaging Supplies Customer Service before returning any Supplies. Supplies shipped under this Agreement are for Customer's use only on Océ equipment and may not be resold, traded or otherwise transferred to any third party without the prior written consent of CSA. CSA reserves the right not to ship product for any reason.

Customer Authorized Signature	CSA Authorized Signature
Company Name: _____	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	Title: _____

CUSTOMER SITE SURVEY DOCUMENT ACKNOWLEDGEMENT

Customer Signature on customer contract acknowledges receipt of a Site Survey which outlines the electrical, room, and environmental requirements for installation of the Equipment listed in the Solution Summary, and is incorporated into this document by reference.

Site survey document example below.

Canon CANON SOLUTIONS AMERICA	Site Survey	
Site Survey Information		
Customer Name:		
Department:	Floor:	Room/Suite:
Address:		
City:	State:	Zip:
Contact Name:	Phone:	Ext:
Region:	Service Zone : <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3	
Inspection Date:	Install Date:	



Canon Financial Services, Inc.

Addendum to Agreement for application # 1639574

WHEREAS, Canon Financial Services, Inc. ("CFS") and Village of Oak Park Illinois ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a 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-1579 07/19) are changed as follows:

23. ASSIGNMENT: Paragraph 23 is amended by (i) deleting the first sentence in its entirety; (ii) deleting each instance of the words "NEW JERSEY" and replacing them with the word "ILLINOIS"; and (iii) deleting the words "CAMDEN OR BURLINGTON" and replacing them with the word "COOK" in the third sentence.

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.

CANON FINANCIAL SERVICES, INC.	VILLAGE OF OAK PARK ILLINOIS
By: _____	By: _____
Title: _____	Printed Name: _____
Date: _____	Title: _____
<div style="text-align: center;"></div>	By: _____
	Printed Name: _____
	Title: _____