



**SMART CHANGE STARTS HERE.**

**Canon Solutions America**  
One Canon Park  
Melville, NY 11747

## **Region 10**

**Friday, September 6, 2024**

Prepared by Rob Huppe  
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**Request for Proposal #R10-1169 FOR: Multi-Function Devices & Managed Print Services**



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc.

One Canon Park  
Melville, NY 11747

Phone: 1-844-443-4636

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September 6<sup>th</sup>, 2024

Mr. Clint Pechacek  
Purchasing Consultant  
Region 10 ESC  
400 E. Spring Valley Rd.  
Richardson, TX 75081

**Subject: Response to Multi-Function Devices & Managed Print Services**

Dear Mr. Clint Pechacek:

On behalf of Canon Solutions America, Inc., thank you for allowing us to respond to your Request for Proposal for Multi-Function Devices & Managed Print Services. You will find our company, products, and services to be of considerable value to your organization. Furthermore, we wish to express our commitment to provide Region 10 with the highest level of customer satisfaction.

Enclosed is our proposal in response to Multi-Function Devices & Managed Print Services, which proposes to use Southeast Texas Purchasing Coop Program through Region 5 ESC's "Office Machines for Lease or Purchase #20210304 contract ("Region 5 ESC Program"). As a vendor for Region 5 ESC Program, Canon Solutions America is pleased to offer customers pricing on an extensive line of Canon multifunction devices through the Region 5 ESC Program.

The Region 5 ESC Program can be used by any school district or public entity which is also a member of the Southeast Texas Purchasing Coop. Therefore, our proposal, including the pricing, is based, and contingent, upon Region 10 becoming a member of Southeast Texas Purchasing Coop.

I am pleased to designate Rob Huppe , Major Account Executive as the main contact for Region 10. He can be contacted by phone at 817-726-5642 and by email at rhuppe@csa.canon.com.

Our proposal includes our response packet, pricing, and ordering documentation (including for leasing) as permitted under the Region 5 ESC Program. Our proposal for Region 10 is valid for 90 days after receipt to allow time for evaluation, discussion, and selection. We look forward to participating in the next steps of this project and welcome additional inquiries about our proposal.

Sincerely,

DocuSigned by:

*Peter Kowalczyk*

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Peter Kowalczyk  
President, Canon Solutions America, Inc.



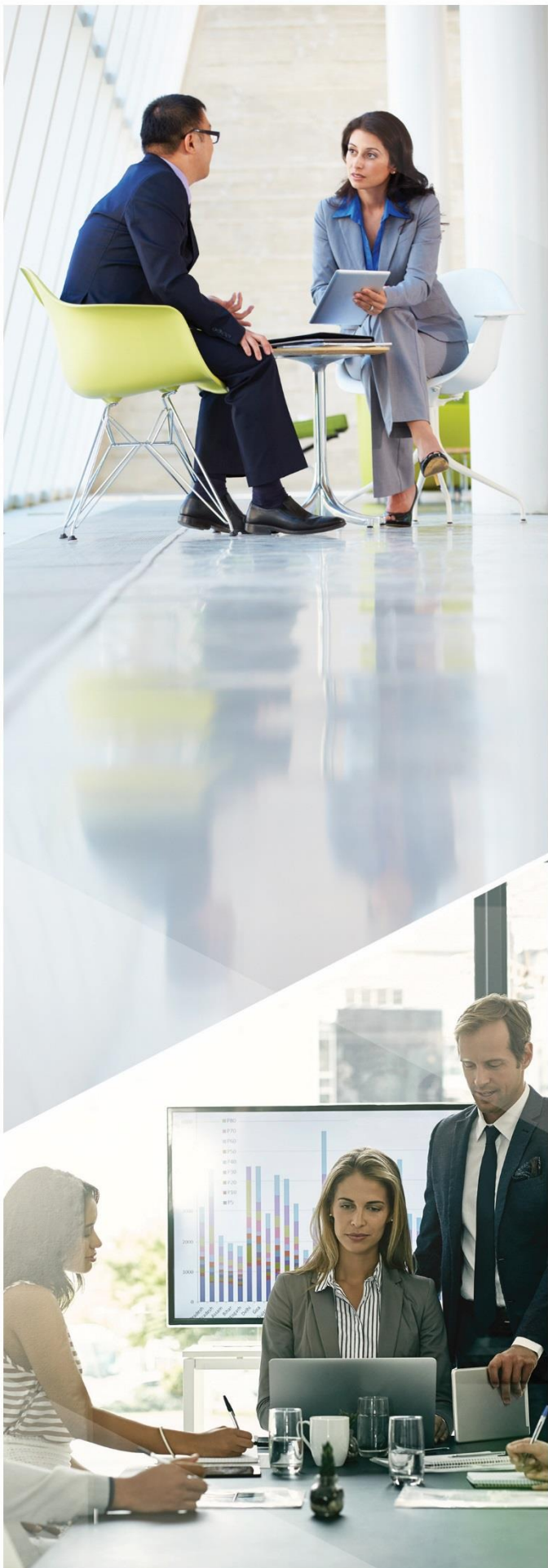
A Canon U.S.A. Company

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## Executive Summary

## EXECUTIVE SUMMARY

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Canon Solution America, Inc. has reviewed Region 10's RFP in its entirety; acknowledges and agrees with the minimal technical requirements, except and noted at the end of each section. We feel that we exceed the minimal requirements and specifications of this solicitation. Additional information or literature is provided as an Exhibit.

Over the past decades, we have been fortunate to serve many of the school districts that are in Region 10 ESC. Presently, Canon Solutions has an active relationship with more than 15 School Districts. Our relationships have advanced the abilities of the school districts, students and our own capabilities. We have taken the partnership with these School Districts seriously in creating our direction through the K-12 Advisory Board, the EnvisionED K-12 publication, and SPARC program.

The entire Canon Solution America team is looking forward to expanding our support of Region 10ESC, the School Districts and the communities that they serve.



### Capability to Execute

Canon Solutions America is strategically positioned to support the Region 10 ESC, as the Principal Procurement Agency, has partnered with the Equalis Group to make the resultant from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through Equalis Group's cooperative purchasing program.



Over the past 35 years Canon Solutions America has been awarded cooperative agreements. Our expertise and dedication have helped thousands of school districts and public agencies streamline the procurement process using cooperative programs to save time and money for their beneficiaries. Over the past 5 years Canon Solutions America has had a great partnership with our K-12 Advisory Board including sharing of best practice, providing support for agencies summits and alignment on the value of best value within primary education market.



**Canon Solutions America, Inc. Corporate Structure**

Canon Solutions America meets the criteria Section 4. Scope of the Region 10 ESC's preference to do business with a national provider. Canon Solutions America is a wholly owned subsidiary of Canon U.S.A. who's parent Canon is traded on the Nikkei and NYSE. Canon, Inc. is a diverse global manufacturer of products and software with major market share presence in document technology, Imaging and photographic, diagnostic healthcare systems and industrial manufacturing systems. Today document technology represents 56% of Canon's global revenue. Our market dominance in our diverse portfolio contributes to our long-term sustainability.

**Corporate Business Diversity**

**Printing** - Canon offers two main digital printing technologies, electrophotography and inkjet, both of which the company has developed from the ground up. To meet the needs of today, Canon is enhancing on-demand printing technology that enables various content to be printed instantly, beautifully and securely from anywhere, while making further effort to reduce its environmental footprint.



**Imaging** - A longtime leader in cameras and imaging, Canon is now expanding the reach of its technology in new ways that contribute to a brighter future. Along with new visual experiences that offer new forms of enjoyment, Canon is combining its core optical technologies with digital technology, including AI, to create solutions that will support the development of society.

**Medical** - From disease prevention to the promotion of good health practices, healthcare needs are rising due to factors such as aging societies and the effects of diseases, including global pandemics. As the burden on healthcare professionals also rises, the entire Canon Group is forming collaborative partnerships with medical institutions and universities worldwide to provide medical solutions that will realize higher-quality healthcare with leading-edge technology.

**Industrial** - Canon has contributed to the production of semiconductor devices for over half a century. Today, Canon's lithography equipment, which utilizes i-line (mercury) or KrF (krypton fluoride) as a light source, is used worldwide to produce essential semiconductor devices such as logic and memory chips, 5G communication devices, and power devices for automobiles.

**Financial Strength**

In 2023, net sales for the year increased by 3.7% year-on-year to \$29.433 billion thanks to the recovery of product supplies and solid demand for network cameras and other new businesses. The sales were the second highest since 2007. Gross profit as a percentage of net sales increased by 1.8 points year-on-year to 47.1% due to a reduction in costs of components and logistics. Gross profit increased by 7.7% year-on-year. Operating expenses increased by 8.1% year-on-year due to an increase in sales-related expenses with the normalization of sales activity. Consequently, sales and income increased for the third consecutive year.

## Corporate Philosophy

Our corporate philosophy is kyosei. It conveys our dedication to seeing all people, regardless of culture, customs, language or race, harmoniously living and working together in happiness into the future. Unfortunately, current factors related to economies, resources and the environment make realizing kyosei difficult. Canon strives to eliminate these factors through corporate activities rooted in kyosei.

Kyosei expresses our aspiration to create a society in which all people, regardless of race, religion or culture, live and work together harmoniously for the common good. Today, however, issues related to economics, resources and the environment make realizing kyosei difficult. Canon strives to solve these issues through corporate activities rooted in kyosei. Truly global companies must foster good relations with customers and local communities, as well as with countries or regions and the environment to fulfill their social responsibilities. With this in mind, Canon is continuing its efforts to realize kyosei with the aim of contributing to world prosperity and the happiness of humankind.



Canon's corporate philosophy is summarized in the Japanese word kyosei, which describes the idea of harmonious coexistence. Kyosei expresses our shared aspiration to create a society in which all people live and work together harmoniously for the common good into the future, regardless of race, language or culture.

Based on our corporate philosophy of kyosei, Canon has also been at the forefront of initiatives to protect the environment because we consider this to be our

responsibility as a global enterprise. We have tried to build harmonious relationships with the Earth and the natural environment. We introduced a system for printer cartridge recycling in 1990. Since then, we have worked throughout our organization to reduce the lifecycle CO2 emissions of Canon products at every stage from R&D, design, procurement and production to logistics, sale, servicing and post-use collection and recycling. Since 2008, we have been working to achieve an annual average improvement of 3% in lifecycle CO2 emissions per product. We have achieved a cumulative improvement of 43% in the life cycle of products from development to recycling through energy and resource conservation and streamlining of distribution. By 2030, we aim to reduce emissions by 50% from the 2008 baseline, and, by 2050, we aim to cut our CO2 emissions across product lifecycles to net zero by working together with society.

Moreover, from the perspective of conserving resources, we operate recycling plants across five sites globally, in Japan, the US, Germany, France, and China. We also strive to use less resources by eliminating waste via automated production and just-in-time logistics systems, while also standardizing components to reduce inventories. As we move ahead, we aim to achieve coexistence between affluent lifestyles and the global environment by providing more value with fewer resources by leveraging the power of technology and innovation throughout all product lifecycles. Besides our business activities, we are engaged in initiatives that focus on people and society so we can leverage the talents of those working with Canon to be an enterprise that thrives in partnership with local communities.

## Commitment to the Government and Educational Sectors

Welcome to EnvisionED K-12—an endeavor to support your juggling act through thoughtful stories, inspiration and useful insights. EnvisionED K-12 was created from listening to K-12 education business officers, including facilities and planning personnel across the country. We discovered that there is a community that craves new ideas, strategies, and an ongoing dialogue about the issues you face each and every day.



<https://www.envisionedk12magazine.com/>

### Digital Transformation, Done Right, can be Fruitful

*Excerpts from EnvisionED k-12, April 26 2023*

Over the past couple of years, the Canon Solutions K-12 Advisory Board has talked to us about several key variables within the state of education in the United States. They have touched upon security issues, demographics, school models, and provided insights into the changing face of education in the U.S. One area that gets a bit more attention is edtech spending and digital transformation.

Spending on edtech continues to skyrocket and purchase intentions for digital curriculum remains high. The commitment to digital transformation inside and outside the classroom is the issue of the day and can be overwhelming for us all. According to Dianna Drew, Executive Director of Technical & Document Services at Grand Prairie School District, “Digital workflows and solutions are the future. Anything and almost everything has a workflow and can be made digital. However, I don’t think everything, especially in curriculum, needs to be that way because kids need to have tactile sensation in order to learn.”

“With the ever-growing pressure of digital transformation, the human element cannot be forgotten. People learn from people and real human engagement cannot be replaced. Our board of advisors are staunch advocates for efficiency within the business of school but are equally passionate about incubating the humanness within the learning environment.” Gary Kerbow, Director of Purchasing previously at Carrollton-Farmers Branch ISD.

Posted on April 26, 2023 by EnvisionED K-12





## Partnership beyond the products and services



When Aleksandr Thomas went to the Arlington ISD Dan Dipert Career + Technical Center last week, he had to go in the front door and sign in as a visitor. A little different than last year when he'd come in the student entrance.



Last year at this time, he was an Arlington High School senior taking classes at the CTC. Now, Thomas is a field technician with Canon Solutions America. He joined other Canon employees on a visit to the CTC to announce a new partnership with seniors at the school.

SPARC – Skilled Professionals at Rising Canon – offers seniors an opportunity to see and explore rewarding careers at Canon outside of the conventional higher education track. SPARC introduces the future graduates to various career options in the technical installation, maintenance and repair fields.



Canon SPARC program introduced to students at the CTC “Our goal is to provide opportunities to you for a career with Canon America,” said Steve Lucas, Canon Solutions America vice president of service central zone, to dozens of seniors in his pitch about SPARC at the CTC. “We’re here to help you think about your future and what’s coming up very quickly for all of you.”

Lucas is passionate about the perks of a career with Canon, and his palpable enthusiasm for the SPARC program stems from his own experience. He started with Canon 39 years ago as a tech trainee, and he loves his job and the company he works for.

## Knowledge and commitment to the Government and Education Market



Over the past 15 year Canon Solutions America, Inc. has had an extremely good relationship the NIGP. We have been supportive of the association and board. Beyond attending the annual Forum we have provided subject matter experts and speaker

for the local chapters. Over the past four years we have witnessed the transformation of the association through the restructuring of the governance board NIGP 2.0. This transformation has increased participation by the members and member value. We will remain a proud supporter of the NIGP. The education from NIGP and the interaction with the nation's top public procurement professionals has help us understand the true value of a strong piggybackable agreement, vetted by a top lead agency and managed by a national cooperative. Understanding the covenants that the CPPB or CPPO need to keep for their constituents provides guidance that assist our engagements with public entities. Our sales representatives are equipped with the knowledge of cooperatives and the impact on cost reduction and the speed to implementation by leveraging a well-constructed agreement.



**Connecting Suppliers with the Public Procurement Community** - NIGP's Business Council comprised of representatives from each company participating in the Institute's Enterprise Sponsor Program. Enterprise Sponsors are leaders in their

respective industries and have demonstrated a shared commitment to NIGP's values of: Accountability, Ethics, Impartiality, Professionalism, Service, and Transparency. We have been an established and active member and participant since 2008, and are considered subject matter experts regarding NIGP's Business Council and their activities. The mission of the Business Council is to... Serve the NIGP membership and procurement profession through the sharing of resources and expertise in support of NIGP's educational, research and advocacy mission. In essence, the Business Council connects the supplier's perspective with the public procurement community and is dedicated to improving the buyer/supplier relationship. For the past two years Dave Wetzel Business Development Executive provide guidance as the Chair.



**Texas Education Technology Leaders (formerly Texas K-12 CTO Council) is a chapter of the Consortium for School Networking (CoSN)** and is the premier organization for technology leaders in Texas K-12 school districts. Being a successful leader in the field of education technology is contingent on having the right support and guidance to stay ahead of quickly

changing technology trends. Your network is key to helping the school districts you serve implement the best systems and solutions possible. We understand the challenges you face today . . . and we help you look ahead to what's on the horizon. We tailor our services to support you and to help you stay one step ahead of an ever-changing technology environment.

### **Texas Leads with the Most TLE Seal Recipients of Any State, Showcasing its Commitment to Safeguarding Student Data Privacy**

Washington, D.C. (October 6, 2023) – CoSN today awarded the Trusted Learning Environment (TLE) Seal to Prosper Independent School District, located in Prosper, TX. The CoSN TLE Seal is a national distinction awarded to school districts that demonstrates a tangible commitment to protecting student data through modern, rigorous policies and practices. The CoSN TLE Seal Program requires school systems to have implemented high standards for protecting student data privacy across five core practice areas: Leadership, Business, Data Security, Professional Development and the Classroom.

“We are excited about the continued growth of CoSN’s Trusted Learning Environment student data privacy framework in Texas and across the nation. We commend Prosper ISD for their achievement and their ongoing commitment to student data privacy work,” said Keith Krueger, CEO of CoSN. Prosper ISD represents the eighth school district in Texas to earn the CoSN Trusted Learning Environment Seal. They join a select group of school districts from diverse settings, encompassing urban and rural communities, that have established strong and institution-wide programs for student data privacy and have committed to continued maturity over time. Together, the recipients of the CoSN TLE Seal have improved privacy protections for over 1.1 million students to date.

“Data privacy is a top priority for Prosper ISD. We realize that we are entrusted with a great responsibility to protect the information of our students, families and staff — and that knowledge drives our decisions and processes across multiple departments and at all levels of leadership,” noted Donna Eurek, CETL, Executive Director, MIS for Prosper ISD.



### CoSN TLE Seal

The CoSN TLE Seal Program requires school systems to implement high standards for protecting student data privacy across five core practice areas:

- Leadership
- Business
- Data Security
- Professional Development
- Classroom






**CoSN K-12 Community Vendor Assessment Tool (K-12CVAT)** The CoSN K-12 Community Vendor Assessment Tool provides education leaders in K-12 schools and districts, and also broader education service districts, with a tool to measure vendor risk. School leaders are encouraged to include - as part of their process for purchasing a third-party solution - a request that their solution providers complete a K-12CVAT assessment prior to finalizing the purchase agreement. When a vendor completes the K-12CVAT assessment they are able to confirm that the information, data and cybersecurity policies that are included within their product will protect a school system’s sensitive information as well as any Personal Identifiable Information (PII) belonging to constituents. CoSN recommends that school systems use the K-12CVAT as a regular step in their procurement processes, including having potential solution providers complete the K-12CVAT questionnaire as part of RFP processes and purchase evaluations.

Canon Solutions America will provide a completed K-12CVAT to all Region 10 School District as well as other Participating Agencies upon request.

## Canon Solutions America's Support of K-12CVAT

### Goals and Objective of End-Point Security

Data in transit or at rest may contain information about the organization that should be kept confidential. The goal of confidentiality is to prevent the unauthorized disclosure of information accidentally or intentionally. In addition to keeping data confidential, it must be kept accurate; integrity assures that data is not altered, either accidentally or with malicious intent. Confidentiality and integrity must be achieved while still making data accessible to legitimate users. Controls should be in place to prevent attackers from denying legitimate users access to data and resources.

 <b>Device Security</b> <ul style="list-style-type: none"><li>• Authentication</li><li>• Role-based Access</li><li>• HD Overwrite</li><li>• HD Encryption</li><li>• Network &amp; Protocol</li></ul>	 <b>Print Security</b> <ul style="list-style-type: none"><li>• Authentication</li><li>• Pull Printing</li><li>• Encryption (in transit and at rest)</li><li>• Keyword Intercept</li><li>• Auditing</li></ul>	 <b>Document Security</b> <ul style="list-style-type: none"><li>• Secure Storage</li><li>• Encryption</li><li>• Roll-based Access</li><li>• Copy-lock</li></ul>	 <b>Information Security</b> <ul style="list-style-type: none"><li>• File Encryption</li><li>• Access Control</li><li>• Tracking &amp; Auditing</li><li>• Data Loss Prevention</li></ul>	 <b>Cybersecurity</b> <ul style="list-style-type: none"><li>• Consultation</li><li>• Assessments</li><li>• Penetration Testing</li><li>• GDPR Prep</li><li>• Incident Response</li><li>• Virtual CISO</li><li>• Training &amp; Awareness</li></ul>
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### Advance support and security

All models in the third generation imageRUNNER ADVANCE and DX family utilize a common source code for firmware development. This Unified Firmware Platform allows for version upgrades, including additional functionality, to existing models in the same generation. Unified Firmware Platform allows for an increased value proposition of the device over time with continuous feature improvements, as well as consistency across models in the same generation.



**At Canon Solutions America, providing you with resources to help you secure your business is important to us and we are here to tell you that you don't have to do it alone.**

We collaborate and assist you with getting in touch with cybersecurity experts who provide the kinds of training, guidance, and consulting services to help address your concerns and help put you at ease. Whether you need cyber etiquette training for your employees, or our full suite of Virtual CISO services, we're here to assist you.



### Rapid7 Managed Detection and Response

Canon Solutions Americas teams with Rapid7, a provider of world class cybersecurity solutions and services. We are committed to helping you build security into the heart of your organization.



## PRODUCTS

OFFICE PRODUCTS & SYSTEMS

HYBRID WORKPLACE SOLUTIONS

REMOTE OFFICE SOLUTIONS

WORKPLACE HEALTH SOLUTIONS

LARGE FORMAT SYSTEMS

PRODUCTION SYSTEMS

FINISHING & EMBELLISHMENT SOLUTIONS

MAILING SOLUTIONS

SOFTWARE SOLUTIONS

SUPPLIES - MEDIA, INK AND TONER

## Products

*Office Print Copy Scan Fax / imageRUNNER ADVANCE Color & Black and White, imageCLASS Printers, imageFORMULA CR Series Check Scanners, imageFORMULA DR Series Document Scanners, HP Printers -Available for MPS Contracts Only, Label Printers, Canon ID Card Printers*

*Large Format / imagePROGRAF, Colorado, Arizona, PlotWave, ColorWave, Scanners*

*Production / imagePRESS, varioPRINT, ColorStream, ProStream, varioPRINT IX*

## Third Party

*Finishing/ Duplo Finishing Equipment, Spiral Binding Finishing, Plockmatic/ Morgana, Hunkeler*

*Production Inkjet / Riso*

*Robotics/ Whiz by SoftBank Robotics*

## SERVICES & INDUSTRIES

MANAGED SERVICES

PROFESSIONAL SERVICES

OFFICE SERVICES

INDUSTRY SOLUTIONS & APPLICATIONS

SERVICE

CYBERSECURITY CONSULTING

SECURITY

PRIVACY / COMPLIANCE

## Software-Solutions

*Color Management / Total Color Management Professional Services, EFI Fiery Color Profiler Suite*

*Document Distribution / Canon Cloud Connector, uniFLOW Capture, eCopy ShareScan Element, Authorized Send, RightFax*

*Document Management/ IRIS, Kofax Capture, Therefore, Laserfiche*

*Document Mastering / Canon PRISMAprepare, EFI – JobMaster & JobFlow*

*Office Productivity/ Kofax Power PDF*

*Output Management/ PRISMAdirect, PRISMA Home Subscriptions*

## INSIGHTS & EXPERTISE

ROI ASSESSMENT TOOLS

INDUSTRY ANALYSIS AND WHITE PAPERS

EBOOKS

INFOGRAPHICS

LARGE FORMAT COLOR APPLICATIONS

WEBINARS AND VIDEOS

SECURITY

PRIVACY / COMPLIANCE

*Security/ Cybersecurity Services, Data Erase Services (Optional Professional Services), Barracuda Email Protection, Printer Fleet Cybersecurity as a Service, Managed Detection and Response as a Service, Vera for SMB, Fortra Secure Collaboration, Fortra Classification Software*

*Tracking & Auditing/ Canon imageWARE Enterprise Management Console, Canon Office Cloud, uniFLOW, LRS Output Manager, Pharos - Uniprint Higher Education, PaperCut, Vasion*

*Vertical Market Application/ Intelligent Grading Solution*

*Web-to-Print/ Aleyant Suite*



## Services

*Document Performance Services/* Print Assessment, Canon Digital Mailroom Mailroom Services, imageWARE DM Conversion Services (Optional Professional Services)

*Digital Transformation/* Digital Transformation Services, DX Conversion Services

*Support Services/* Subscription Support Services



Production Systems



Large Format Systems



Office Products & Systems



Software Solutions

## Our Future



On behalf of Canon Solutions America and our Texas team, I want to convey our excitement about forging a truly collaborative business alliance with Region 10 ESC, its School Districts and Equalis Group. Now more than ever, cost efficiencies matter. That's why we are inspired to deliver a flexible and comprehensive program that advances Region 10 ESC mission and drives sustainable long-term growth. Together, we can transform the students and communities we serve.

We look forward to continuing this conversation once you have an opportunity to review our proposal.

## Minority Overview

Canon Solutions America strives to utilize Minority vendors for our business. Although we are not a MWBE vendor and our business processes and model provide limited opportunity to utilize 3<sup>rd</sup> party Minority vendors, as a company, we continue to identify and contract with MWBE vendors, when possible.

As a wholly owned subsidiary of Canon U.S.A., Inc., which is headquartered in Melville, NY we are part of our parent companies complete corporate subcontracting plan. Canon U.S.A., Inc. participates when applicable, in subcontracting with certified suppliers.

Canon U.S.A.'s subcontracting plan consists of small business, disadvantaged businesses, Woman Owned businesses, HUB zone small businesses and veteran-owned small business concerns. Each year Canon U.S.A. completes a corporate Subcontracting Plan for the current year and submits it to the Federal Government for approval. All Canon U.S.A. plans have been in compliance with all requirements of the U.S. Federal Government. This represents a major initiative to expand the Supplier Diversity Program within the Canon organizations.

We are committed to supporting our Minority program partners and would welcome the opportunity to expand of our MWBE program. We are open to discussing and exchanging ideas with you regarding this effort.

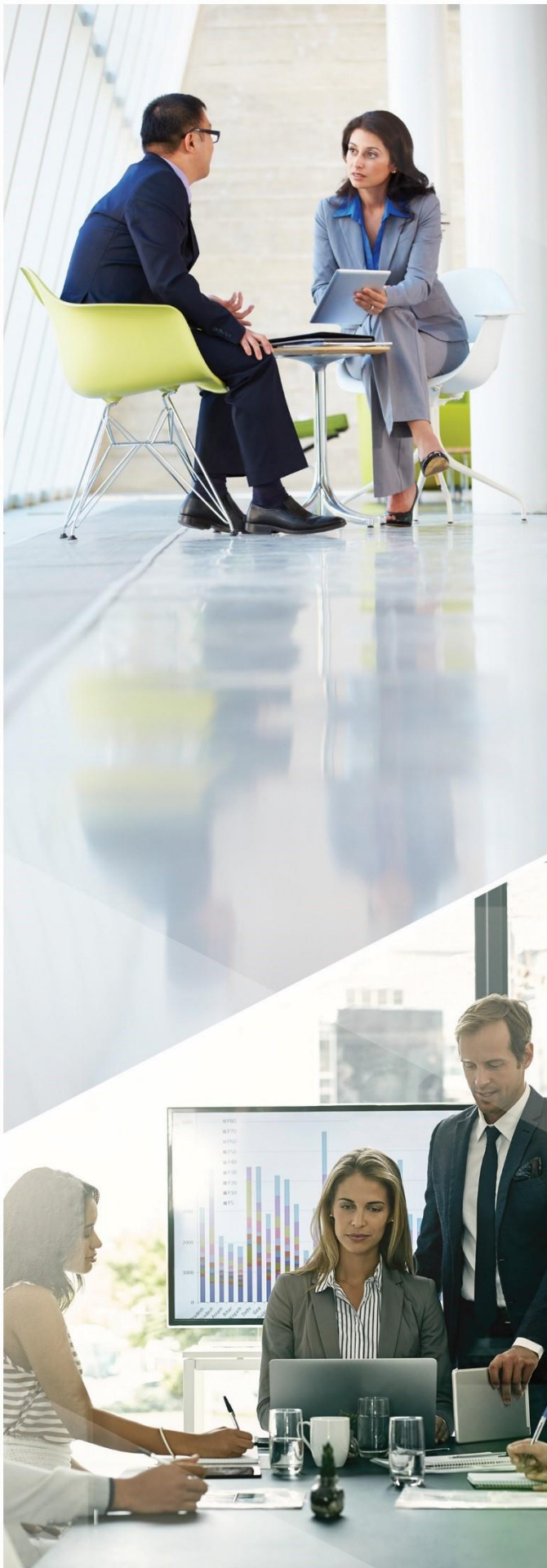
Below is our Minority Spend from the last five years which includes both direct spend to customers as well as indirect spend which consists of many things that help Canon Solutions America, Inc. run its daily operations, such as providing IT Software, paper to our offices, etc.

### Canon Solutions America - Supplier Diversity Spend

Annual Spend	Small Business	Minority Owned	Disadvantaged Business	Veteran Owned Business	Disabled Veteran Owned	Woman Owned	Total
<b>2023</b>	\$39,969,648	\$1,068,846	\$601,223	\$1,053,681	\$19,709	\$3,564,266	\$46,277,373

*(New categories captured in 2023)*

Annual Spend	Small Business	Small Women-Owned Business	Disadvantaged Business	Veteran Owned Business	Disabled Veteran Owned	Total
<b>2022</b>	\$72,872,457	\$1,552,233	\$10,588,208	\$790,694	\$1,348	\$85,820,418
<b>2021</b>	\$39,986,619	\$5,722,027	\$433,330	\$245,174	\$0	\$46,387,150
<b>2020</b>	\$22,984,986	\$1,365,096	\$437,698	\$0	\$0	\$24,787,780
<b>2019</b>	\$29,102,543	\$2,167,767	\$565,299	\$0	\$0	\$31,835,608
<b>2018</b>	\$31,552,900	\$2,315,065	\$274,213	\$45,790	\$45,790	\$34,233,758



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## Questionnaire and Required Forms

## PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Evaluation Criteria	Question	Answer
<b>Basic Information</b>		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Canon Solutions America, Inc.
	<i>What is the mailing address of your company's headquarters?</i>	One Canon Park, Melville, NY 11747
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Rob Huppe, Major Account Executive is the single point of contact and develops a collaborative, and systematic management strategy to address Region 10's needs. Rob Huppe manages various Canon resources to ensure smooth and timely delivery, installation, systems integration, and monitoring of our performance against established service level agreements and cost data to measure the effectiveness of our solution. He can be contact at 817-726-5642 and his email is rhuppe@csa.canon.com
<b>Products/Pricing (30 Points)</b>		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Competitive pricing for all available products and services, including warranties if applicable	<i>Does pricing submitted include the required administrative fee?</i>	<p>Yes, an "Administrative Fee Percentage" has been accounted for in our financial review based on the following: "Contract Sales" to Region 10 ESC, Region10 School Districts and Equalis Group Participating Agencies will be based on the following:</p> <ul style="list-style-type: none"> <li>a. Contract Sales amounts shall exclude refunds, credits on returns, rebates and discounts.</li> <li>b. To the extent the Supplier offers trade-in allowance programs, Contract Sales shall be calculated using the net purchase price after the trade-in allowance.</li> <li>c. To the extent the Supplier offers leasing or financing programs itself or through a financing entity, Contract Sales shall be calculated using the sales amount (the purchase equivalent) billed to the Supplier or through a financing entity.</li> <li>d. To the extent the Supplier offers services, Contract Sales shall be calculated using the monthly billed amount and shall be paid in arrears.</li> <li>e. Contract Sales excludes on-going service charges, software maintenance and software as a service.</li> </ul> <p>Canon Solutions America, Inc. agrees to negotiate in good faith a customary Administrative Fee that is representative of the value add.</p>
	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	Canon Solutions America, Inc. agrees to make all applicable promotions and incentives available to customer at the time of the pricing.
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections, including shipping, installation, and other peripheral costs/fees?</i>	Yes.
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	<p>Canon Solutions America, Inc. strives to provide billing statements that are rich in information yet easy to understand. We can accommodate most types of custom billing requests, including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Summary or detailed billing</li> <li>• Mid-month and non-standard billing dates</li> </ul>

		<ul style="list-style-type: none"><li>• Custom formatting</li></ul> <p>Our customized invoices are prepared in MS Excel, which can easily be imported into SAP and/or PeopleSoft. We will work with you to ensure that the invoice format is compatible with your accounts payable process. Canon Solutions America, Inc. expects payment within 30 days of invoice date.</p> <p>Canon Financial Services, Inc. (“CFS”) mails one paper invoice on a monthly basis. CFS can invoice by individual contract or by customer, detailing all contracts per customer on one invoice. In addition, CFS can list Cost Center, PO number, and Special Reference Fields on your invoice. Each invoice offers two Special Reference fields that can be utilized to be meet your needs; there are fifteen characters in the first field and ten characters in the second field. The Customer website allows you to download your invoice in Excel format to detail your specific needs. Invoices are generated with a 19-day lead time and are due on the 1st, 10th, or 20th of the month, depending on date of contract commencement. Upon award, CFS requests a call with the Customer to discuss billing requirements in order to provide a proper invoice. Electronic invoicing is not currently available; however, CFS accepts check, ACH, and EDI for payments. CFS Payment terms are Net 30 days from receipt of invoice.</p>
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Product and service features and capabilities	<i>Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.</i>	<p>Canon’s latest line in the imageRUNNER ADVANCE Series, the imageRUNNER ADVANCE DX, builds on the long heritage of our award-winning product line.</p> <p>We keep our technology easy to use, simple to implement and manage, and flexible for our broad range of customer environments. Canon’s imageRUNNER ADVANCE DX is the newest generation of smart devices designed to support and accelerate every step of our clients’ digital transformation. Built with Canon’s imageRUNNER ADVANCE DNA, state-of-the-art technology and software work hand-in-hand to digitize, automate and optimize content-centric workflows. The imageRUNNER ADVANCE DX platform delivers cloud connectivity, smart digital workflows, automation efficiencies, high performance scanning, and 360° security to help organizations future-proof their operation.</p> <p>The imageRUNNER ADVANCE Series helps seamlessly bridge the distance between user and multifunction device (MFD) to transform and advance your company’s business and digital communications. Compared to the current imageRUNNER ADVANCE product line, the new DX platform features scanning enhancements, added security, streamlined design and workflow efficiencies. Incorporating sophisticated workflows and innovative technologies, the Canon imageRUNNER ADVANCE Series is designed to address the ever-growing needs of users, administrators, and business decision makers to better manage and customize workflows, while accomplishing more tasks in less time and achieving higher levels of quality.</p> <p>The Canon imageRUNNER line was first released in 2001 and was awarded numerous times over the last 10 years by BERTL and the Buyer’s Lab. In 2010, the imageRUNNER was slowly replaced by the imageRUNNER ADVANCE line at our client sites. In 2020, the imageRUNNER ADVANCE DX line replaced the previous imageRUNNER ADVANCE devices.</p>
	<i>Outline how your products and services compare to those of your competitors.</i>	<p>Canon Solutions America stands apart from the competition for several reasons:</p> <ul style="list-style-type: none"><li>• Single Source Solution Provider</li><li>• Canon U.S.A. Company</li><li>• Best-in-Class Technology</li><li>• Global Reach with Local Flexibility</li><li>• National Consulting Services (NCS)</li><li>• Financial Strength</li><li>• Commitment to Excellence and Social Responsibility</li><li>• Commitment to Quality</li><li>• Forward Thinking Program Management</li><li>• Complete Coverage</li><li>• Ability to Respond to Service Needs</li></ul>



		<ul style="list-style-type: none"> <li>• Discovery Capability</li> <li>• A Layered Five Pillar Security Strategy</li> </ul> <p>As a sales and service subsidiary of Canon U.S.A., Inc., our solutions are supported by a service organization whose break-fix capability continues to achieve better than industry results against key performance indicators. Our service and support division is the backbone of our company's success. At Canon Solutions America we take great pride in our comprehensive support structure which allows our customers to enjoy technical service coverage that helps ensure the maintenance of and ongoing satisfaction of your devices. In addition to the technical professionals in the field, there is a web of support specialists and systems capabilities that provide immense service efficiencies that are passed on to the customer.</p> <p>Canon's overall market share position is #1 in the total copier office market as well as the total black-and-white market in the U.S., which we have held for 23 of the last 24 years. Being #1 is not enough to partner with any company. It does, however, provide assurance that the technology is widely accepted and utilized in the ever-changing world of business. Staying ahead of the technological curve requires a commitment to excellence that never ceases from research and development to manufacturing and marketing.</p> <p>Canon continually receives numerous awards and recognition from top industry analysts and holds leadership positions in key segments of the office imaging market. When choosing Canon, you can be assured that you are working with a company that delivers leading technologies across a range of markets to help ensure your success for today and tomorrow.</p>
	<p><i>Outline any managed print services offered and any featured components such as device monitoring and consumables management.</i></p>	<p>Canon's imageWARE Suite of utilities expands the resources available to manage and monitor the imageRUNNER devices on your network.</p> <p><b>imageWARE Remote</b>  imageWARE Remote is firmware that is embedded in Canon imageRUNNER products. The function of imageWARE Remote is to automatically provide accurate meter reads. It helps reduce administrative costs and increase accuracy. The meters are automatically read every day for the most up-to-date reporting capabilities. The Service Monitoring portion of this tool automatically notifies our Dispatch Department of a hardware/software error. This feature allows our Dispatch Representatives to proactively call the customer to confirm that service is required. If you are enrolled in our Auto Toner Program, imageWARE Remote will notify Canon Solutions America when the machine is low on toner, so we can automatically ship toner to you.</p> <p><b>imageWARE Enterprise Management Console</b>  One component of the imageWARE Suite, imageWARE Enterprise Management Console, is a platform-independent, web-based application capable of installing and managing Canon networked systems on most customer networks.</p> <ul style="list-style-type: none"> <li>• Monitor device conditions (jams, paper level, toner, etc.).</li> <li>• Monitor any job on the network.</li> <li>• Deliver administrator alerts.</li> </ul> <p>Monitoring ability includes:</p> <ul style="list-style-type: none"> <li>• Remote device status.</li> <li>• Jobs in the queue.</li> <li>• Job status/error messages.</li> <li>• Paper levels by drawer.</li> <li>• Paper drawer configuration (paper size).</li> <li>• Counter information (meter reads—includes breakdown of color versus black-and-white).</li> <li>• Key contact information by device (allows for automatic email notification to key contacts when problems occur).</li> </ul> <p>For added convenience, imageWARE Enterprise Management Console is also capable of monitoring third-party printers that comply with the standard printer MIB, thereby</p>

		consolidating network device management via one utility. Using the map view feature of imageWARE Enterprise Management Console, administrators can create logical representations of their actual printing environments. imageWARE Enterprise Management Console ships standard with all Canon imageRUNNER products. While the imageWARE Enterprise Management Console comes free with an imageRUNNER or color imageRUNNER device, the implementation of the solution is fee-based.
	<i>Outline any software solutions offered and applicable features such as document management, workflow optimization, and mobile and cloud integration.</i>	Canon Solutions America, Inc. is offering its full line of copiers and printers, including production and wide format equipment. In addition, we have a full line of software that will be available to the customer. Further discussion needed. Please refer to the attached price list for specifics.
	<i>Describe environmental and energy efficiency practices your organization follows such as end-of-life device removal and sustainability initiatives.</i>	<p>The multifunctional devices proposed to Region 10 incorporate innovative, eco-conscious solutions that propel your business while reducing your environmental footprint.</p> <p>Canon knows that the workplace needs a greener workflow. And these devices deliver just that. Even when you're seamlessly sharing and distributing digital documents with organizations around the globe, you're in control of precious resource consumption. This Series lets you use only the paper, toner, and energy you need to help decrease your environmental footprint.</p> <p>Our imageRUNNER ADVANCE devices are/have:</p> <p><b>EPEAT® Rated</b> All next generation imageRUNNER ADVANCE models are rated in EPEAT, the definitive global registry for greener electronics. EPEAT is a voluntary environmental rating program developed using a grant from the U.S. EPA and managed by the Green Electronics Council. It is used for and by anyone wanting to promote environmentally preferable products.</p> <p>EPEAT registered imaging products meet an extensive list of environmental lifecycle-based criteria. Products are rated bronze, silver or gold depending on the number of optional points claimed. To learn more about EPEAT and to find out which Canon products are registered, please visit: Canon EPEAT   Canon U.S.A., Inc.</p> <p><b>ENERGY STAR® Qualified</b> The imageRUNNER ADVANCE models are designed for low energy consumption. Each model meets ENERGY STAR® standards. One hundred percent of Canon's suite of copiers, printers, scanners, and fax machines, and 98 percent of its multifunction devices are ENERGY STAR qualified.</p> <p><b>Eco-Conscious Features</b> Reduce waste and cut energy consumption with secure authentication and centralized control. Limit users to printing only duplex and black-and-white documents.</p> <p><b>Eco-Conscious Design</b> Canon is making a difference through creative, ecological thinking. The next-generation imageRUNNER ADVANCE models employ certain components fabricated with 100% recycled plastic from retired products. Canon's innovative technologies also include bio-based plastic, a plant- derived compound that replaces certain petroleum-based plastic parts.</p> <p><b>Greater Energy Efficiency</b> From the inside out, the imageRUNNER ADVANCE Series is designed for high energy efficiency and stellar performance. The combination of fusing technologies and low-melting-point toner helps lower overall energy consumption by minimizing power requirements and reducing energy use during warm-up and while in stand-by mode.</p> <p><b>Reducing CO2 Emissions</b> Through its Life Cycle Assessment (LCA) System, Canon has lowered CO2 emissions by focusing on each stage of the product life cycle, including manufacturing, energy use,</p>

		<p>and logistics. These products are designed to be the smallest and lightest in their class, with less packaging to make transportation more efficient.</p> <p><b>Reducing Pollution</b> All suppliers are required to meet Canon's stringent Green Procurement policy and environmental terms. This helps it exceed the toughest global standards set by the EU RoHS Directive, which restrict the use of certain hazardous substances.</p> <p><b>Toner Cartridge Recycling</b> Toner cartridges are recycled through Canon's Toner Cartridge Return Program. Because these cartridges have components that can be re-used, the environmental benefits positively offset the negative effects of shipping to our recycling facility and then on to our manufacturing sites. Returned cartridges are sorted and put through the recycling and energy recovery process, producing plastics, metals and reconditioned parts that can be used in the manufacture of new cartridges and other products.</p> <p>The Canon Cartridge Return program is easily accessible on the website at Toner Cartridge Return Program   Canon U.S.A., Inc.. Here, using the machine's serial number, customers can print a UPS label for the return of cartridges or request a multiple-cartridge return box and it will be mailed. More information about the Canon Cartridge Return program can be found on the website.</p> <p><b>Toner Container Recycling</b> To contribute to the goal of zero landfill waste, Canon is introducing a collection and recycling program for Canon plastic toner containers. Unlike Canon's all-in-one cartridges, these toner containers are made mainly of plastic material making local recycling and local energy recovery possible. When local recycling is utilized, environmental impacts associated with the transportation of containers are reduced.</p> <p>To support local recycling and energy recovery, Canon has engraved a plastic resin code on each container. Canon toner particles and plastic toner containers are safe for local recycling and local energy recovery facilities. When Canon plastic toner containers cannot be recycled locally or sent to a local energy recovery facility, Canon asks that customers ship them to: Canon Toner Container Collection Center, 2051 Meridian Place, Hebron, KY 41048 at their own expense. Once received by our facility, Canon assumes the responsibility and cost for recycling to keep Canon toner containers from going into landfills. For more information, please visit: Recycling Programs   Canon U.S.A., Inc.</p> <p>Canon's policy is to continue to offer parts and technical support for up to seven (7) years after the published end-of-life for a particular device model, series, or family.</p>
	<p><i>List the number and location of offices or service centers for all states being proposed in solicitation. Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.</i></p>	<p>Canon Solutions America, Inc. does offer local support. The local office to support Region 10 is located at 3200 Regent Blvd., Irving, TX 75063. The main point of contact in that office is Rob Huppe, Major Account Executive, with Canon Solutions America, Inc.</p> <p>Canon Solutions America, Inc. provides geographic coverage in major metropolitan areas throughout the United States. Each region is supported by a comprehensive network of service professionals who provide best-in-class technical support to our customers. Beyond our direct support team, a network of Canon-authorized service companies also supports your needs. Servicing entities adhere to strict performance guidelines and are fully certified to provide technical assistance on your Canon product.</p> <p>There are over 1,200 factory-trained technicians who help solve technical and equipment problems wherever your site may be. Authorized service centers are required to submit a detailed business plan describing prospective territory, staffing as well as financials. They must agree to use only genuine Canon parts, and they must consent to unscheduled observations by Canon management.</p> <p>Standard service hours are Monday through Friday, 8:30 am to 5:00 pm, excluding weekends and Canon Solutions America Inc.'s recognized holidays. Service is available outside of the hours listed above. This is contracted on a machine-by-machine and/or location-by-location basis as requested. If you have critical uptime or volume issues, we</p>

		<p>can also provide a contract for a dedicated technician to be on standby in order to meet your specific business requirements.</p> <p>The Help Desk Call Center addresses a wide spectrum of hardware, software, network connectivity, application, and workflow issues. It is the interconnectivity of these areas that sometimes creates challenging scenarios that require intelligent troubleshooting. The Help Desk is uniquely qualified to provide that type of assistance. Hours of operation are from 8:30 am to 8:00 pm EST.</p> <p>There are thirteen (13) Regional Distribution Warehouses for machines, parts, and supplies distribution nationwide in the following locations:</p> <ul style="list-style-type: none"> <li>• Atlanta, GA</li> <li>• Woodridge, IL</li> <li>• Dallas, TX</li> <li>• Monroe Township, NJ</li> <li>• Orlando, FL</li> <li>• Columbus, SC</li> <li>• San Pedro, CA</li> <li>• Livermore, CA</li> <li>• Portland, OR</li> <li>• East Hartford, CT</li> <li>• Las Vegas, NV</li> <li>• Denver, CO</li> <li>• Alexandria, VA</li> </ul> <p>All supplies for our equipment are readily available from our warehouses located throughout the United States. Common parts can be secured from a parts center or from Canon USA Inc. the same day or within 24 hours based on what is needed. Our local parts inventory is replenished on a daily basis.</p> <p>A technician will try to resolve the problem with you over the phone or provide on-site technical support for your equipment. In the unlikely event a part for your equipment is not available in the parts facility warehouse that is located nearest to you, we have the ability to overnight parts from any of our other parts inventory warehouses in the continental US which ensures minimal equipment downtime. For additional information regarding our service capabilities please refer to the Service Organization Overview of this response.</p>
	<p><i>Outline any value-added capabilities not already addressed.</i></p>	<p>Canon Solutions America, Inc. excels in technology and software solutions that not only meet, but exceed our customers' requirements. As a company dedicated to our customers' needs, we support our solutions with highly skilled professionals and advanced diagnostic systems to maintain peak performance. During our quarterly business reviews, we actively engage with our customers to review their goals for business growth, changes in processes, and opportunities for us to improve and augment your document management capabilities. Our goal is to ensure the highest level of satisfaction and productivity.</p> <p>Additionally, our service and support division is the backbone of our company's success. At Canon Solutions America, Inc., we are proud of our comprehensive support structure, which allows our customers to enjoy a wide range of technical service coverage that ensures their ongoing satisfaction.</p> <p>By working with Canon Solutions America, Inc., Region 10 benefits from the following value-added services that all of our customers have come to expect:</p> <ul style="list-style-type: none"> <li>• We are a wholly owned sales subsidiary of Canon U.S.A., Inc., the manufacturer of our equipment. The relationship we have with our parent company is a strong and valued one. Our ability to draw upon the support of the OEM and the technology of our parent</li> </ul>

		<p>company, yet still have the flexibility to create local programs to meet the specific needs of the markets we support, is a combination rarely found in business.</p> <ul style="list-style-type: none"> <li>• Your Account Team develops a competent, collaborative, and systematic management strategy to address your needs by providing a cohesive single point-of-contact. Our local teams work directly with our national teams to understand your needs.</li> <li>• Your Single Point-of-Contact manages various Canon resources across the United States to ensure smooth and timely delivery, installation, systems integration, and monitoring of our performance against established service level agreements and cost data to measure our solution's effectiveness.</li> <li>• Your Implementation Team ensures the project is completed on time, within budget, and to your exact specifications.</li> <li>• eLearning, available through Canon Solutions America, Inc., is a program which provides web-based training for a variety of document management processing. The eLearning training provides your employees with the convenience and flexibility of training available 24/7. With unlimited access to the online training course from the date of installation through the life of the lease, employees learn at their own pace, focusing on the topics of most value to them.</li> <li>• Pre and Post-Sales Systems Analysts conduct site surveys, obtain necessary data, and provide technical recommendations for integrating Canon-supported products into your environment.</li> <li>• A state-of-the-art National Technology Solutions Call Center (Help Desk) available from 8:30 AM to 8:00 PM EST, Monday to Friday (excluding Canon Solutions America Inc.'s holidays) to assist you with a wide spectrum of hardware, software, network connectivity, application, and workflow issues. The Help Desk is our customers' one-stop problem resolution center for Canon and third-party enabling solutions.</li> <li>• Our Routine Preventative Maintenance and Emergency Break Fix services keep your multifunctional devices in good working order and performing up to the manufacturer's performance standards in accordance with the Canon Solutions America Maintenance Agreement. Canon Solutions America, Inc.'s full-service maintenance will include the following: <ul style="list-style-type: none"> <li>- All toner and repair parts (genuine Canon parts only), labor and transportation charges utilizing OEM parts direct from the manufacturer (see contract for specifics).</li> <li>- Direct hire, OEM factory-trained service technicians will seamlessly install leading-edge digital technology and provide superior analysis and support services.</li> <li>- Preventative Maintenance to keep machines performing at peak levels. Service technicians perform a Complete Call Process to service the unit to a preventative maintenance standard each time the unit is repaired. They clean all optics and remove, inspect, and clean all assemblies of the machine and its accessories. This Complete Call Process ensures a consistent level of service at all times.</li> </ul> </li> <li>• Customized monthly and/or quarterly reporting to aid in preventative maintenance, usage, service, and performance issues.</li> </ul> <p>Canon offers a wide array of resources that stretch across the globe and are utilized by multinational companies as well as small to medium businesses. Operating in over 100 countries, Canon successfully manages our customers worldwide with our Global Account Management program. Through working with and understanding a vast number of diverse companies, each with their own unique needs, we strive to improve the ease and efficiency of doing business with Canon regardless of location, company size, or industry. Whether it's worldwide or just next door, Canon provides the same quality and care.</p> <p>Canon's technology and the level of support we provide our customers is compelling compared to other providers in the industry. Our technology is widely accepted as an easier-to-use device with better copy quality and reliability, which has helped Canon Inc. lead the industry. Canon Solutions America, Inc. is a full-service solutions provider, designed to be your single source for technology recommendations, training, service, and systems support. We can show you levels of productivity and performance that once seemed unattainable. Whether it's through our world-renowned networked office systems, graphic systems, copiers, printers, scanners, or fax machines, we can provide Region 10 the technology and support you need to grow into the future. With our cost-effective solutions, benefits, and value-added services, it makes Canon Solutions America, Inc. the right technology resource for Region 10.</p>
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Solution customization and scalability	<i>Identify any customizable solutions for the multi-function devices and/or managed print services offered in this response.</i>	Canon Solutions America, Inc. is offering its full line of copiers and printers, including production and wide format equipment. In addition, we have a full line of software that will be available to the customer. Further discussion needed. Please refer to the attached price list for specifics.
	<i>Outline the scalability of the solutions offered for varying organizational sizes and growth trajectories.</i>	<p>Canon Solutions America, Inc. provides geographic coverage in major metropolitan areas throughout the United States. A comprehensive network of service professionals provide best-in-class technical support to our customers in every region. In addition to our direct coverage locations, Canon's-authorized service companies stand ready to support your needs. All servicing entities must adhere to strict performance guidelines and be fully certified to provide technical assistance on your Canon product.</p> <p>The strength of our service program is the over 1,000 locations across the United States all certified to meet Canon standards. There are over 7,500 factory-trained technicians who help solve technical and equipment problems wherever your site may be. All authorized service centers are required to submit a detailed business plan that describes how they will support their specific territory to include staffing plans and financials. They must agree to use only genuine Canon parts and consent to unscheduled inspections by Canon management.</p> <p>Canon U.S.A., Inc. is the equipment manufacturer and our parent company. Together we are committed to providing outstanding quality and value that lives up to the Canon name.</p> <p>With Canon U.S.A.'s support and technology, Canon Solutions America, Inc has the flexibility to create local programs to meet the needs of the markets we support. We are able to stay ahead of the technological curve, from research and development to manufacturing and marketing. This solidifies our commitment to excellence.</p> <p>Our professionally trained service staff is certified by Canon. The Association of Technical Service Professionals (ATSP) program is designed by Canon U.S.A. to uphold the high-performance standards intended to support your needs and expectations. All toner and repair parts used by our service staff are genuine Canon parts only.</p> <p>In the unlikely event a service technician is unable to resolve a customer's equipment problem, our parent company, Canon U.S.A., Inc., is called in to help provide a resolution.</p>
Customer implementation and support plan	<i>Describe your company's implementation and training plan for new customers, including a general timeline for implementation services.</i>	<p>Actual timelines may vary, based on variables such as number of sites to be transitioned, complexity of services, customer requirements, and local logistics in each region. During Discovery and Planning activities, Canon will work with Region 10 to develop a comprehensive implementation plan encompassing all of the locations in scope – making every effort to identify opportunities for transitioning sites concurrently in an effort to compress the overall timeline as best as possible.</p> <p>Canon's extensive experience managing complex transitions similar to Region 10, has shown us that no two implementations are alike. Attached are a sample high-level implementation plan and a sample high-level project timeline, incorporating "typical" high-level activities and associated representative timelines.</p> <p><b>Canon and Region 10 Project Team</b> All critical team members own their respective tasks and subject matter expertise as described below. Critical team members participate during various project meetings or designate alternate representation if unable to join. Team members do not make project-impacting commitments on behalf of other project team members/stakeholders.</p> <p>Canon Solutions America Project Team Roles and Responsibilities: The Project Manager is responsible for:</p> <ul style="list-style-type: none"> <li>• Establishing the Project Team with required resources.</li> <li>• Implementing and facilitating the Communication Plan (who/what/when).</li> <li>• Setting clear expectations of all stakeholders for tasks and deliverables.</li> <li>• Creating the Project Schedule and related documents.</li> </ul>

		<ul style="list-style-type: none"> <li>• Coordinating project tasks with internal stakeholder departments and external vendors.</li> <li>• Driving the project to agreed scope completion.</li> <li>• Escalating to appropriate resources if/when project is at risk. <ul style="list-style-type: none"> <li>• The Major Account Executive, Rob Huppe is responsible for:</li> </ul> </li> <li>• Identifying all Project Team members and assisting the Project Manager with engaging these stakeholders, including Region 10 resources.</li> <li>• Conducting/participating in Region 10 site surveys</li> <li>• Providing the Project Manager with existing inventory and new fleet configuration information to develop a project baseline.</li> <li>• Submitting orders to Order Management's defined booking strategy.</li> <li>• Assisting the Project Manager to keep project within defined scope.</li> <li>• Reviewing and approving Region 10 requests for deliverable(s) outside the scope of the with the project team via the Change Control process (for scope, time, and cost).</li> <li>• Setting realistic expectations with Region 10</li> <li>• Responding to Region 10 and Project Manager queries in a timely manner</li> <li>• Driving required activities for contracts, device ordering, relocations (funding), RMAs, etc. according to the project schedule.</li> <li>• Setting-up Region 10 with access to myCSA and eLearning resources.</li> <li>• Defining End-User Training Strategy with Region 10 and if applicable, placing the order to accommodate necessary Professional Services resources.</li> <li>• Accommodating necessary Logistics resources if the fleet roll-out strategy results in device relocations.</li> </ul> <p><b>The Logistics Team is responsible for:</b></p> <ul style="list-style-type: none"> <li>• Arranging device delivery, relocations, pickups as per the Project Schedule, making appointments with Region 10 contacts, and confirming completion with the Project Manager.</li> <li>• Informing the Project Manager of any issues that may impact the project and schedule, including backorders, refusals, accessories, etc.</li> </ul> <p><b>The Order Management Team is responsible for:</b></p> <ul style="list-style-type: none"> <li>• Defining and executing an order placement and booking strategy that promotes efficiency of subsequent implementation activities of downstream functional areas (i.e. Warehouse, Logistics, Service and Project Management).</li> <li>• Entering accurate device orders with Device Key# from the EIM onto the Order/Packing Slip to promote efficient and organized implementation activities.</li> <li>• The Procurement/Inventory Team is responsible for:</li> <li>• Acquiring inventory into reserve status and updating Project Team on ETAs for back-order items</li> <li>• Interfacing with Service Team Representatives to ensure Certified Canon Dealer Partners meet agreed upon timeframes for delivery and installation.</li> <li>• Supplying device serial numbers and MAC Addresses to the Project Team at least two days in advance.</li> </ul> <p><b>The Service Team is responsible for:</b></p> <ul style="list-style-type: none"> <li>• Supporting Project Manager with installation planning and allocating Service Technicians.</li> <li>• Leading Region 10 device configuration and DCM file creation for an accurate and efficient installation process.</li> <li>• Adhering to the installation worksheet and instructions.</li> <li>• Conducting and participating in Site Surveys as needed.</li> <li>• Notifying respective Region 10 contacts of scheduled installations/de-installation and ensuring Service Technicians have necessary access to Region 10 sites/locations.</li> <li>• Disengaging auto-service installation calls if they conflict with the project installation schedule.</li> <li>• The Solutions Specialist is responsible for (when applicable):</li> <li>• Providing a Lead Implementation Engineer for the project and attending scheduled team meetings.</li> <li>• Providing on-site / remote solution troubleshooting support and keeping Project Manager updated on any issues, changes and resolutions discussed with the client which may affect the project.</li> </ul>
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	<p><i>Outline what ongoing training and consulting support is available to customers.</i></p>	<p>Canon Solutions America's web-based eLearning provides Region 10's end users with the convenience and flexibility of anytime, anywhere training available. This 24x7 online platform provides training when and where needed – even to remote locations, extended shifts, weekend staff, and new hires. eLearning also serves as refresher training throughout the contract. Users can learn at their own pace, focusing on the topics of greatest value to them.</p> <p>Course topics include:</p> <ul style="list-style-type: none"> <li>• Replacing consumables</li> <li>• Paper loading and registration</li> <li>• Control panel navigation</li> <li>• Copying, faxing, scanning, printing, and more</li> <li>• Administrative functions</li> </ul> <p>With eLearning, users learn by watching short, animated videos, describing a specific feature or function and guiding them step-by-step through each lesson. There is a closed caption feature, which allows for use in quiet environments and for hearing-impaired users. The course structure accommodates different learning styles; users can go through the course chapter-by-chapter or use the table of contents to navigate directly to topics that pertain to their job. Quick links are always available to provide access to the most popular lessons.</p>
<p>Technical support and maintenance services</p>	<p><i>Outline what levels of technical support are available to customers, including standard response and resolution timelines.</i></p>	<p>Canon Solutions America's Service Technicians are available to respond to service calls between 8:30am and 5:00pm, Monday through Friday, excluding Canon holidays. There may be additional fees if service is required outside of standard business hours. Users can place service calls after hours and leave a message and we will respond to the call the following business day.</p>

		<p>We provide geographic coverage in major metropolitan areas throughout the United States. A comprehensive web of service professionals, who provide best-in-class technical support to our growing base of customers, supports each region. Beyond these critical regions, a network of Canon-authorized service companies stands ready to support your needs. All servicing entities must adhere to strict performance guidelines and must be fully certified to provide technical assistance on your Canon product.</p> <p>Canon can provide summary and detailed service reports on demand or on an established schedule. These reports typically include the number of service calls placed, the number of service call visits, response time, and uptime. We regularly provide service performance metrics and discuss these metrics during Account Management Reviews.</p> <p>We also store maintenance history in our internal database, which can be included in quarterly reports presented to Region 10. If desired, Canon can grant access to a device maintenance portal for select users identified by Region 10.</p> <p>Over and above simply repairing devices when they malfunction, we address technical issues before they become an operational problem resulting in equipment downtime. Service technicians perform a Complete Call Process in which they service the unit to a preventative maintenance standard each time the unit is repaired. They clean all optics and remove, inspect, and clean all assemblies of the machine and its accessories. The Service Technician also checks high mortality parts every time the device is serviced. This Complete Call Process ensures a consistent level of service.</p> <p>Our proposed asset monitoring solution also acts as proactive maintenance software, which can provide automatic device issue notifications in real time.</p>
	<p><i>Outline any maintenance solutions for devices and/or software such as preventative maintenance, service level agreements, and remote diagnostics.</i></p>	<p>Our approach to predictive maintenance allows us to aggressively address technical issues before they become an operational problem resulting in equipment downtime. As a policy, our Service Technicians perform a Complete Call Process in which they service the unit to a predictive maintenance standard each time the unit is repaired. They clean all optics and remove, inspect, and clean all assemblies of the machine and its accessories.</p> <p>Our maintenance approach guarantees we resolve the immediate problem and identify and appropriately address any future potential issues, avoiding any unnecessary downtime. Region 10 can anticipate improved productivity through maximized “uptime” of your copier equipment, improved Mean Copies between Failures (MCBF) and improved overall end-user satisfaction.</p> <p>In addition, our state-of-the-art computerized dispatch system can forecast and generate dedicated preventative maintenance service visits. These visits are forecasted based on time and/or volume from the last service visit, regardless of the reason. It is through the combination of our predictive maintenance policy/practices and unique systems capabilities that we ensure that all contracted equipment meets or exceeds customer performance expectations.</p> <p><b>Service Level Agreements:</b>  Canon Solutions America, Inc. will commit to a fleet average uptime of 95% over the four fixed quarterly intervals per year. (Excludes devices with rated speeds of 110ppm or greater) Downtime is calculated from the time a service call is placed with our Dispatch department until the time the Technician completes the repair. Uptime criteria is calculated between 8:30am and 5:00pm, Monday through Friday, excluding Canon Solutions America holidays, and exceptions outlined below. Uptime requirements will not include preventative maintenance service calls, calls which could have been prevented by key operator functions outlined in unit's operation manual, calls created by user mishandling, units which are running outside the manufacturer's optimum performance volume, or units which need to be over-hauled as a result of reaching useful life, in the opinion of our Service department.</p> <p><b>Diagnostic Tools:</b>  Canon Solutions America ensures the highest level of customer satisfaction by offering quick and easy online access to everything you need to manage your account. Region 10</p>

		<p>can maximize its equipment performance with Canon Solutions America's complete service program. Our state-of-the-art remote device management systems enable us to benchmark, track, and analyze the performance of your device to ensure optimum productivity.</p> <p><b>myCSA Secure Account Management</b> myCSA helps ensure the highest level of customer satisfaction by offering quick and easy online access to everything you need to manage your account. myCSA is a simple and convenient online tool that we offer at no additional cost to you. Enter meter reads, pay invoices, order and track contract supplies, request service, manage equipment, view order history, and much more.</p> <p><b>imageWARE Remote Proactive Device Maintenance</b> imageWARE Remote is a diagnostic program that remotely monitors device activity to proactively detect when maintenance is needed. The program performs automatic meter reads, monitors errors, and replenishes supplies – all from behind the scenes without having to send a technician. imageWARE Remote streamlines service delivery, helps reduce downtime, and contributes to improved operational performance.</p> <p><b>imageWARE Enterprise Management Console Device Management System</b> The imageWARE Enterprise Management Console delivers an easy-to-use, centralized point of control for all devices installed across your organization. This expandable console helps reduce device downtime by directing low toner, paper jams, and device maintenance alerts via email messages to the designated resource(s) within your organization. It's designed for easy implementation and simplified expandability.</p>
Integration with other platforms	<i>Describe integration capabilities your software solutions can provide with existing IT infrastructure or other platforms/systems.</i>	<p>Canon Solutions America, Inc.'s Help Desk has the flexibility to interact with Region 10's Help Desk for phone/email-based support of hardware, software or systems related issues. Many of our existing clients use their internal Help Desk as a first line of support, and then escalate end-user issues to Canon Solutions America, Inc.'s Help Desk, as needed.</p> <p>Region 10's Help Desk representatives will have direct phone access to Canon Solutions America, Inc.'s Service Dispatchers for on-site response of hardware/break-fix needs. In addition, Region 10's Help Desk may request support via email for follow up either directly with your Help Desk team or end users as required. The email support request will be directed to a specialist who is best trained to provide you with the support required.</p> <p>Canon Solutions America can work with your IT team to create an online catalog that will create orders in Canon Solutions America's back-office order processing system. In addition, Canon Solutions America offers a convenient web-based portal, myCSA that provides our customers with a centralized location to manage their fleets, as well as order new equipment or supplies.</p>
Security protocols and privacy protection	<i>Please describe protocols taken to ensure the protection of privacy and data, particularly personal identifiable information of both internal and external stakeholders.</i>	<p>To help Region 10 protect your sensitive and confidential information Canon imageRUNNER ADVANCE systems include a standard hard disk/solid-state drive format utility, as well as more advanced optional accessories, such as the HDD Data Erase Kit, the HDD/SSD Data Encryption Kit or the Removable HDD Kit. With the second and third generation imageRUNNER ADVANCE devices, the HDD Data Erase Kit comes standard.</p> <p>We provide several hard drive wipe and removal options for our clients. Best practices, and often company policies, recommend the system administrator completely wipe systems before device relocation or at the end of its lease. The Hard Disk Drive/Solid State Drive Initialize feature, which is standard on all imageRUNNER ADVANCE systems, overwrites all user data areas on the hard disk/solid-state drive.</p> <p>At the end of the lease, Region 10 has the option to keep hard drives before we remove them from your location. There is a cost associated with removing the hard drive.</p> <p>Standard Canon policy requires us to ask an authorized representative of Region 10 if HDD retention is required at the time of decommissioning, removal, or replacement due</p>



		<p>to failure. If it is, the Canon service technician removes the HDD and completes a Media Retention Receipt Form. Once an authorized representative signs the form, the technician passes the media to Region 10 staff.</p> <p>Canon also provides an optional service to our clients, where a Service Technician scrubs the hard drive of the device at the end of life. Additional costs apply for this service, and we can provide this service as an optional line item in your pricing proposal. We generate a verification report for each hard disk erase engagement to validate successful completion. The verification report identifies the disposition of each HDD by serial number.</p>
	<p><i>Outline how your software and security solutions meet necessary compliance and regulatory requirements.</i></p>	<p>Printers and multifunction devices are connected devices. Cybercriminals can exploit these connections to access your network—and potentially your data. Canon imageRUNNER ADVANCE devices incorporate extensive security features to help harden your print fleet. Our expert field engineers can help your administrators take additional steps to protect your document workflow without compromising productivity and efficiency.</p> <ul style="list-style-type: none"> <li>• Device Hardening – Throughput has always been paramount to an efficient document capture, process, and output workflow. In today's threat-laden business environment, a secure throughput architecture is even more critical. Our systems engineers can ensure that the features that comprise MFD device protocols are properly configured to minimize the risk associated with being exploited by bad actors.</li> <li>• Monitoring – Your organization's information systems typically leave tell-tale signs of activity in the form of logs that provide a line of sight into how those systems are being accessed and utilized. The system can track if someone is attempting to gain unauthorized access, escalating their own privileges, and a variety of other critical events.</li> <li>• Security Information Event Management (SIEM) – A SIEM solution provides your security and IT professionals increased visibility into your systems, allowing your infrastructure and applications to operate securely and efficiently. SIEMs fundamentally aggregate security data from across your entire infrastructure and, as such, help your security and IT team to respond to security incidents, as well as create reports that can aid in maintaining regulatory compliance. There is one critical area of focus that is too often overlooked—multifunctional devices and printers. The reality is that these devices are low-hanging fruit for cybercriminals seeking an easy way to gain a back door into a target company.</li> </ul>
<p>Customer service/problem resolution</p>	<p><i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i></p>	<p>Canon Solutions America, Inc.'s Customer Service Department focuses on resolving account management-related issues. Customers may call the toll-free number to reach a Customer Service Representative who will:</p> <ul style="list-style-type: none"> <li>• Answer general inquiries and issues</li> <li>• Handle billing questions and rebilling needs</li> <li>• Correct address and account information</li> <li>• Issue supplies needed for contract fulfillment</li> <li>• Resolve a service need</li> <li>• Handle meter read questions/issues</li> </ul> <p>Customer Service Representatives act as liaisons between our clients and the Canon Solutions America, Inc. departments that support them nationwide, including Accounting, Supply Sales, Service, and Dispatch. This structure ensures that our customers receive a timely and accurate response by the appropriate party. In order to support all Canon Solutions America, Inc. customers nationwide, our Customer Service Department is available from 8:30 am – 8:00 pm EST.</p> <p>End-users can request service by phone via our toll-free 1-800 number, online at <a href="http://www.csa.canon.com">http://www.csa.canon.com</a>, or via their myCSA account.</p> <p>Once a service request is initiated, the ticket is logged into our Customer Relationship Management system. This Oracle database and ADS dispatching system messages the technician who is closest and best qualified to address the request. This text message includes the end-user's contact information, service history of the last 3 visits (if any), and our committed on-site response time.</p>

		<p>Our Where's My Tech? application in Oracle Field Service (OFS) enables end-users to track the status of their service request through a series of helpful notifications. A Service Request Confirmation link provides the end-user with up-to-date information related to the request, including the current date, Region 10 location where service is requested, and service details. After we assign a technician in OFS, the link is updated to include the technician's name and the available service window for completion of the request.</p> <p>The technician contacts the end-user within one business hour to provide an estimated time of arrival to the end-user's location. Once on location, the technician can send an arrival confirmation email to the customer in OFS. This email includes the end-user's service request number and an updated link to show the request is in progress.</p> <p>When the call is complete, the technician closes the ticket with pertinent information relating to the service call issue/problem (i.e. meter reading, parts consumed, etc.). Our Oracle/ADS system time stamps the closure after the ticket is closed.</p>
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit &amp; bond ratings, letters of credit, and detailed reference letters</i>	<p>Canon Inc. is one of the world's most financially stable companies. Dun &amp; Bradstreet ranked Canon as low risk as compared to other USA companies, meaning we are not at risk of bankruptcy or insolvency within the next 12 months. Canon also ranks on both Fortune's and Financial Times' "Global 500". The industry awards we continue to receive recognize the stability of Canon as a company and the quality of our products.</p>
	<i>What was your annual sales volume over last three (3) years?</i>	<p>Canon Solutions America, Inc. is a wholly owned subsidiary of Canon U.S.A., which is a wholly owned subsidiary of Canon Incorporated. Canon Inc., as a public company, does not publicly release financial statements for segments, divisions, or subsidiaries other than as part of its government filings. Canon Inc.'s annual financial statements and other periodic reports are filed with the U.S. Securities and Exchange Commission and are publicly available at <a href="http://www.sec.gov">www.sec.gov</a>.</p> <p>Shareholder information is contained in the annual report.</p> <p>Please browse the link below for additional Investor Relations information: <a href="https://global.canon/en/ir/">https://global.canon/en/ir/</a></p>
History of meeting products and services deadlines	<i>Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed.</i>	<p>Equipment shall be delivered within 20 business days from receipt of appropriately signed and executed order documents, barring any circumstances outside of Canon Solutions America, Inc.'s control, such as national backorder.</p>
Other factors relevant to this section as submitted by the Respondent	<i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i>	<p>Reports are provided in person during our quarterly business reviews or can be sent by email to the designated administrator of Region 10. We will work closely with you to develop the reports needed for your organization, to meet Region 10's requirements, goals and objectives.</p> <p>Canon Solutions America, Inc. takes a proactive approach to customer service. We prefer to anticipate your needs and to identify opportunities for process improvements. As part of this, we perform periodic account reviews where we survey:</p> <ul style="list-style-type: none"> <li>• Number of devices in the account</li> <li>• Uptime</li> <li>• Response time</li> <li>• Volume of output</li> <li>• Billing issues</li> <li>• Upgrade and downgrade opportunities</li> </ul> <p>We can provide customized reports to meet your company's specific requirements. Other formats can be prepared based on your request. The following is a list of the types of reports we can provide.</p> <p>Quarterly Management Report – This report will summarize all activity on a quarterly basis. It provides detailed information on the following topics:</p>

		<ul style="list-style-type: none"> <li>• Equipment volume</li> <li>• Equipment relocation</li> <li>• Volume trends</li> </ul> <p>Monthly Machine Volume Report Trended 12 Months – This report provides a rolling 12-month copy volume history for each piece of equipment. This report tracks the actual volume versus the rated volume for any given machine and pinpoints any potential user concerns and equipment issues sorted by location.</p> <p>Machine Uptime Report – This report details percentage “uptime” for each piece of equipment.</p> <p>Quarterly Service Call Report – This report describes the average response time for all maintenance requests within the reporting period.</p> <p>Quarterly Usage Report – This report provides maintenance usage and toner requirement calculations sorted by location.</p> <p>Excessive Visit Report – This report provides details on machines that require additional attention and therefore specific action schedules.</p> <p>myCSA – Customers may view and sort account information through myCSA, a web-based tool available to all customers with an active Canon Solutions America, Inc. contract. myCSA allows you to sort account information by serial number, model number, and requisition number. You can then view active service calls and service call history and sort the data by the service call issue, such as paper jam and preventative maintenance.</p>																																																																																																																																																																																																																																						
	<p><i>Provide your safety record, safety rating, EMR and worker’s compensation rate where available.</i></p>	<table border="1"> <thead> <tr> <th>Year</th> <th># cases with job transfer or restriction</th> <th># of cases with days away</th> <th># of employees</th> <th># of other cases</th> <th>DART (Days away, Restricted, &amp; Transfer injuries)</th> <th>Days away</th> <th>Deaths</th> <th>EMR</th> <th>Hours Worked</th> <th>Restricted Days</th> <th>TCIR (# of OSHA recordables)</th> <th>Total Injuries</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>2017</td> <td>26.00</td> <td>56.00</td> <td>5,535.00</td> <td>28.00</td> <td>1.53</td> <td>962.00</td> <td>0.00</td> <td>0.85</td> <td>10,750,000.00</td> <td>807.00</td> <td>2.05</td> <td>110.00</td> <td>10,757,528.42</td> </tr> <tr> <td>2018</td> <td>12.00</td> <td>54.00</td> <td>5,206.00</td> <td>41.00</td> <td>1.28</td> <td>1,598.00</td> <td>0.00</td> <td>0.75</td> <td>10,318,000.00</td> <td>1,045.00</td> <td>2.07</td> <td>107.00</td> <td>10,326,067.10</td> </tr> <tr> <td>2019</td> <td>19.00</td> <td>32.00</td> <td>5,222.00</td> <td>70.00</td> <td>1.06</td> <td>1,377.00</td> <td>0.00</td> <td>0.76</td> <td>9,601,086.00</td> <td>1,356.00</td> <td>2.52</td> <td>121.00</td> <td>9,609,287.34</td> </tr> <tr> <td>2020</td> <td>11.00</td> <td>22.00</td> <td>4,521.00</td> <td>46.00</td> <td>0.83</td> <td>1,310.00</td> <td>0.00</td> <td>0.69</td> <td>7,985,418.00</td> <td>396.00</td> <td>1.98</td> <td>79.00</td> <td>7,991,806.50</td> </tr> <tr> <td>2021</td> <td>4.00</td> <td>11.00</td> <td>4,006.00</td> <td>32.00</td> <td>0.43</td> <td>355.00</td> <td>0.00</td> <td>0.76</td> <td>6,982,258.00</td> <td>286.00</td> <td>1.35</td> <td>47.00</td> <td>6,987,001.54</td> </tr> <tr> <td>2022</td> <td>3.00</td> <td>20.00</td> <td>3,804.00</td> <td>45.00</td> <td>0.65</td> <td>843.00</td> <td>0.00</td> <td>0.63</td> <td>7,030,440.00</td> <td>222.00</td> <td>1.93</td> <td>68.00</td> <td>7,035,448.22</td> </tr> <tr> <td>2023</td> <td>16.00</td> <td>15.00</td> <td>4,000.00</td> <td>30.00</td> <td>0.84</td> <td>914.00</td> <td>0.00</td> <td>0.64</td> <td>7,421,478.00</td> <td>1,113.00</td> <td>1.64</td> <td>61.00</td> <td>7,427,630.12</td> </tr> <tr> <td>Total</td> <td>91.00</td> <td>210.00</td> <td>32,294.00</td> <td>292.00</td> <td>6.61</td> <td>7,359.00</td> <td>0.00</td> <td>5.08</td> <td>60,088,680.00</td> <td>5,225.00</td> <td>13.54</td> <td>593.00</td> <td>60,134,769.24</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Year</th> <th># cases with job transfer or restriction</th> <th># of cases with days away</th> <th># of employees</th> <th># of other cases</th> <th>DART (Days away, Restricted, &amp; 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Total	91.00	210.00	32,294.00	292.00	6.61	7,359.00	0.00	5.08	60,088,680.00	5,225.00	13.54	593.00	60,134,769.24																																																																																																																																																																																																																											
Year	# cases with job transfer or restriction	# of cases with days away	# of employees	# of other cases	DART (Days away, Restricted, & Transfer injuries)	Days away	Deaths	EMR	Hours Worked	Restricted Days	TCIR (# of OSHA recordables)	Total Injuries																																																																																																																																																																																																																												
2017	26	56	5535	28	1.53	962	0	0.85	10750000	807	2.05	110																																																																																																																																																																																																																												
2018	12	54	5206	41	1.28	1598	0	0.75	10318000	1045	2.07	107																																																																																																																																																																																																																												
2019	19	32	5222	70	1.06	1377	0	0.76	9601086	1356	2.52	121																																																																																																																																																																																																																												
2020	11	22	4521	46	0.83	1310	0	0.69	7985418	396	1.98	79																																																																																																																																																																																																																												
2021	4	11	4006	32	0.43	355	0	0.76	6982258	286	1.35	47																																																																																																																																																																																																																												
2022	3	20	3804	45	0.65	843	0	0.63	7030440	222	1.93	68																																																																																																																																																																																																																												
2023	16	15	4000	30	0.84	914	0	0.64	7421478	1113	1.64	61																																																																																																																																																																																																																												
<b>Qualification and Experience (25 Points)</b>																																																																																																																																																																																																																																								
Respondent reputation in the marketplace	<p><i>Provide a link to your company’s website</i></p> <p><i>Please provide a brief history of your company, including the year it was established.</i></p>	<p><a href="https://csa.canon.com/">https://csa.canon.com/</a></p> <p>Canon Solutions America, Inc., a Canon U.S.A., Inc. company, is a pacesetter in productivity and innovation that supplies market leading enterprise, production, and large format printing solutions to organizations of all sizes. With essential technology to help drive efficiencies, control costs, and improve sustainability in secure hybrid, remote, and in-office environments, Canon Solutions America, Inc. supports digital growth in modern workplaces by way of award-winning products, solutions, and exceptional professional, technical, and managed services.</p> <p>Canon Solutions America, Inc. is committed to customer satisfaction. Our goal is to continually provide best-in-class sales, service, and support in order to ensure the level of satisfaction you deserve.</p> <p>While our company was incorporated in 1971 and has many years of experience in the document management industry, our current name, Canon Solutions America, Inc., was first used on January 1, 2013, with the merger of Océ North America into Canon Business Solutions. As such, we have done business as Canon Solutions America, Inc. for 11 years.</p>																																																																																																																																																																																																																																						
Past relationship with Region 10 ESC and/or Region 10 ESC members	<p><i>Have you worked with Region 10 in the past? If so, provide</i></p>	<p>Canon Solutions America, Inc. has not worked with Region 10 in the past with the exception of a proposal for light production devices Canon Solutions America has an active relationship with more than 15 School Districts. Our relationships have advanced</p>																																																																																																																																																																																																																																						

	<i>the timeframe and main contact for that work?</i>	the abilities of the school districts, students and our own capabilities. We have taken the partnership with these School Districts seriously in creating our direction through the K-12 Advisory Board, the EnvisionED K-12 publication, and SPARC program
Experience and qualification of key employees	<i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i> <ul style="list-style-type: none"> <li>* Executive Support</li> <li>* Account Manager</li> <li>* Contract Manager</li> <li>* Marketing</li> <li>* Billing, reporting &amp; Accounts Payable</li> </ul>	<p>Region 10's Account Team consists of a team of highly skilled professionals to service and support your solutions. We recruit the best and the brightest to support the leading brand in the industry, Canon Inc., by refining technologies, creating new solutions for future applications, and providing the best solutions in collaboration with our customers. Your team consists of Rob Huppe, Major Account Executive (main point of contact); Paul Murphy, Executive Support; David Wetzel, Contract Manager; Pre-Sales Systems Analyst, Post-Sales Systems Engineer, and a Production Specialist. Canon Solutions America can provide Region 10 with additional Technical Support that includes a Digital Service Engineer, a Digital Service Specialist, Product Trainers, the Help Desk Call Center, and a Systems Analyst (Post-Sales Software Support).</p> <p>Rob Huppe Major Account Executive K-12 Education Specialist Cell: 817.726.5642 Email: <a href="mailto:rhuppe@csa.canon.com">rhuppe@csa.canon.com</a> Canon Solutions America, Inc. Tenure – 23 years Industry Experience – 28 years</p> <p>Rob Huppe will be the primary Account Manager for Region 10. Rob's primary responsibility will be the overall management of your account including creating and managing a customized implementation plan, contract negotiations, pricing requests, addressing customer concerns, scheduling, training, and ensuring complete satisfaction on all levels. He will coordinate a seamless transition to new Canon devices and is the key person for consultation on the Canon products portfolio.</p>
Past experience working with the public sector	<i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i>  <i>What is your strategy to increase market share in the public sector?</i>	<p>Our focus is on office imaging, where Canon has established a leadership position. Canon is ranked No. 1 in the total copier office market as well as the total black-and-white market, which we held for 28 of the last 29 years.</p> <p>Canon places a high priority on innovation, devoting a substantial amount of dollars each year to research and development (R&amp;D). Canon's efforts in this area include a more regional focus in order to develop technologies that meet the specific demands encountered in the Americas, Europe, and Asia. Based upon the number of registered U.S. patents filed by Canon, you can easily conclude that we have spent our R&amp;D dollars effectively. In 2023, Canon Inc. ranked fifth overall in patents registered in the U.S. with a total of 2,890 patents.</p>
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i>	Canon Solutions America, Inc. is subject to litigation from time to time; however, there is no pending litigation that will impair Canon Solutions America performance with respect to a mutually acceptable contract that may be negotiated upon award. Canon Solutions America, Inc. has not been declared bankrupt or made a voluntary assignment in bankruptcy.
Minimum of 5 public sector customer references relating to the products and services within this RFP	<i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name &amp; title; city &amp; state; phone number; years serviced; description of services; and annual volume</i>	<p><b>Entity:</b> Coppell ISD  <b>Contact Name &amp; Title:</b> Angela Goerner, Director of Enterprise Content Management  <b>City &amp; State:</b> Coppell, TX  <b>Phone Number:</b> 214-496-6950  <b>Years Serviced:</b> 3 years  <b>Description of Services:</b> 64 Units + uniFLOW  <b>Annual Volume:</b> \$290k</p> <p><b>Entity:</b> Richardson ISD  <b>Contact Name &amp; Title:</b> Melody Greig, Director of Purchasing  <b>City &amp; State:</b> Richardson, TX  <b>Phone Number:</b> 469-593-0578  <b>Years Serviced:</b> 16 years  <b>Description of Services:</b> 158 units + uniFLOW  <b>Annual Volume:</b> \$800K</p>

		<p><b>Entity:</b> Grand Prairie ISD  <b>Contact Name &amp; Title:</b> Dianna Drew, Executive Dir of Technical &amp; Document Services  <b>City &amp; State:</b> Grand Prairie, TX  <b>Phone Number:</b> 972-237-5455  <b>Years Serviced:</b> 22 years  <b>Description of Services:</b> 298 units + uniFLOW, Laserfiche, Prisma  <b>Annual Volume:</b> \$1.7 million</p> <p><b>Entity:</b> Prosper ISD  <b>Contact Name &amp; Title:</b> Robb Knoxx, Technology Purchasing Coordinator  <b>City &amp; State:</b> Prosper, TX  <b>Phone Number:</b> 214-799-7103  <b>Years Serviced:</b> 3 years  <b>Description of Services:</b> 152 units + PaperCut  <b>Annual Volume:</b> \$530K</p> <p><b>Entity:</b> Issaquah School District  <b>Contact Name &amp; Title:</b> Sue Maybee, Director of Purchasing and Contract Management  <b>City &amp; State:</b> Issaquah, WA  <b>Phone Number:</b> 425-837-7070  <b>Years Serviced:</b> 11 years  <b>Description of Services:</b> 152 units  <b>Annual Volume:</b> \$900K</p>
Company profile and capabilities	Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.	Canon Solutions America, Inc. is selective with our partners, and only works with companies that meet our rigorous quality service standards. We own the responsibility and management of these partners, ensuring Region 10 has a fully supported solution and single point of contact accountability.
Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.	
Other factors relevant to this section as submitted by the Respondent	<p>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</p> <p>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 3. No answer is required here.</p>	<p>Canon Solutions America, Inc. has not been convicted of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion. This answer is to the best of our knowledge and limited to Canon Solutions America, Inc., and its officers only, and its parent, Canon U.S.A., Inc.</p>
<b>MWBE Status and/or Program Capabilities (10 Points)</b>		
MWBE status, subcontractor plan, and/or joint venture program	<p>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</p> <p>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a</p>	<p>Canon Solutions America strives to utilize Minority vendors for our business. Although we are not a MWBE vendor and our business processes and model provide limited opportunity to utilize 3rd party Minority vendors, as a company, we continue to identify and contract with MWBE vendors, when possible.</p> <p>As a wholly owned subsidiary of Canon U.S.A., Inc., which is headquartered in Melville, NY we are part of our parent companies complete corporate subcontracting plan. Canon U.S.A., Inc. participates when applicable, in subcontracting with certified suppliers.</p> <p>Canon U.S.A.'s subcontracting plan consists of small business, disadvantaged businesses, Woman Owned businesses, HUB zone small businesses and veteran-owned small business concerns. Each year Canon U.S.A. completes a corporate Subcontracting Plan for the current year and submits it to the Federal Government for approval. All Canon U.S.A. plans have been in compliance with all requirements of the U.S. Federal</p>



	<i>diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i>	<p>Government. This represents a major initiative to expand the Supplier Diversity Program within the Canon organizations.</p> <p>We are committed to supporting our Minority program partners and would welcome the opportunity to expand our MWBE program. We are open to discussing and exchanging ideas with you regarding this effort.</p>
Please attach any certifications you have as part of your response to Form 3.		
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	<p>Canon Solutions America strives to utilize Minority vendors for our business. Although we are not a MWBE vendor and our business processes and model provide limited opportunity to utilize 3rd party Minority vendors, as a company, we continue to identify and contract with MWBE vendors, when possible.</p> <p>As a wholly owned subsidiary of Canon U.S.A., Inc., which is headquartered in Melville, NY we are part of our parent companies complete corporate subcontracting plan. Canon U.S.A., Inc. participates when applicable, in subcontracting with certified suppliers.</p> <p>Canon U.S.A.'s subcontracting plan consists of small business, disadvantaged businesses, Woman Owned businesses, HUB zone small businesses and veteran-owned small business concerns. Each year Canon U.S.A. completes a corporate Subcontracting Plan for the current year and submits it to the Federal Government for approval. All Canon U.S.A. plans have been in compliance with all requirements of the U.S. Federal Government. This represents a major initiative to expand the Supplier Diversity Program within the Canon organizations.</p> <p>We are committed to supporting our Minority program partners and would welcome the opportunity to expand our MWBE program. We are open to discussing and exchanging ideas with you regarding this effort.</p>
Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i>	<p>Canon U.S.A.'s subcontracting plan consists of small business, disadvantaged businesses, Woman Owned businesses, HUB zone small businesses and veteran-owned small business concerns. Each year Canon U.S.A. completes a corporate Subcontracting Plan for the current year and submits it to the Federal Government for approval. All Canon U.S.A. plans have been in compliance with all requirements of the U.S. Federal Government. This represents a major initiative to expand the Supplier Diversity Program within the Canon organizations.</p> <p>We are committed to supporting our Minority program partners and would welcome the opportunity to expand our MWBE program. We are open to discussing and exchanging ideas with you regarding this effort.</p>
<b>Commitment to Service Equalis Group Members (10 Points)</b>		
Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i>	<p>Canon Solutions America, Inc. is very effective at launching new partners and programs. Our Vertical Marketing team will establish the marketing resources, collateral and training to successfully introduce the program post award. As outlined in Appendix B: Roles &amp; Responsibilities we will include those requirements in our planning. Shortly after award we will engage Equalis Group in designing an effective launch plan and first 12 months activity program to insure a quick start. Additionally, we will be looking to both Equalis and Region 10 ESC to help develop additional resources and insight to expand our offerings, solutions and impact in the market.</p>
	<i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i>	<p>Training fulfills important goals and ongoing training, and education is critical to the success of all Canon employees. All new employees attend an Employee Orientation training course with Human Resources including procedural training and detailed job-related courses. Canon Compliance training requires all onboard staff to participate in necessary courses specifically related to their role. Sales training is ongoing but includes the ability to understand, explain and utilize our many State and Local agreements and purchasing Co-operatives that are available to our clients.</p> <p>Additionally, Canon employs a Vertical Market approach which provides tenured Sales Executives with the knowledge and expertise to target specialized industries such as Education, State and Local Government, Healthcare, Law, etc. These representatives will be thoroughly trained by the members of the team directly responsible for supporting Region 10 and our partnership.</p>

	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	Canon Solutions America, Inc. has very specific brand guidelines that we can supply Region 10 with, which must be followed, and to ensure the branding is correct Canon Solutions America, Inc. would request the right to review/approve all usage.
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	Canon Solutions America has the appropriate infrastructure to manage the reporting of monthly sales for this program as outlined in Appendix A: Reporting Requirements.
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	OMNIA UC, Texas DIR, Region 5, and NASPO.
Commitment to supporting agencies to utilize the contract	<i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i>	Our approach to each segment of the market of Equalis Group Participating Agencies will vary. 1) K-12 Primary Education will have a key focus on gaining net new clients through the use of an awarded agreement by taking best practices and providing new solutions to other districts. Our present clients will benefit from this Educational centric RFP that will help in replacing our expiring agreements. 2) Higher Education will be a growth opportunity as cooperative agreements gain more traction. The structure of the agreement will aid our efforts within both the centralized and decentralized decision process. 3) Nonprofits are supported by our organization to help support our communities. Our Sales organization will be able to educate these new entities and present clients on the value of the agreement and help them meet their mission. 4) Public Government strategies will vary as they do with most cooperative agreements.
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	<p>Major Account Executives are strategically assigned based on the geographical distribution of our extensive customer base. Rob Huppe, Major Account Executive is the primary contact for Region 10.</p> <p>Rob comes with a wealth of knowledge and experience in the document management industry and the solutions proposed in this response. He manages various Canon Solutions Americas resources to ensure smooth and timely delivery, installation, systems integration, and monitoring of our performance against established service level agreements and cost data to measure our solution's effectiveness.</p> <p>Rob is also your main point of contact for issue resolution, reporting, billing, identification of improvement opportunities, etc. He is available for all Region 10's employees who require assistance and is the key person for consultation on the Canon products deployed in your facilities.</p> <p>Throughout the term of our agreement, we conduct quarterly account reviews with Region 10 to ensure your organization realizes cost savings. The quarterly account review process is designed to maximize the benefits of our program by continually analyzing your environment to uncover more opportunities for cost savings.</p> <p>The Quarterly Account Review is conducted by Rob Huppe. He meets with you to review current print related costs and share insights pertaining to:</p> <ul style="list-style-type: none"> <li>• Additional ways to reduce spending associated with your printing.</li> <li>• Right-sizing opportunities.</li> <li>• Cost, design, implementation, and management strategies.</li> <li>• Current and future technology investments that can lead to additional cost savings.</li> </ul>

### **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)  
10/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com																					
<b>INSURED</b> Canon Solutions America, Inc. One Canon Park Melville, NY 11747	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Tokio Marine America Insurance Company</td><td>10945</td></tr><tr><td>INSURER B:</td><td>Sompo America Insurance Company</td><td>11126</td></tr><tr><td>INSURER C:</td><td>Sompo America Fire &amp; Marine Insurance Comp</td><td>38997</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Tokio Marine America Insurance Company	10945	INSURER B:	Sompo America Insurance Company	11126	INSURER C:	Sompo America Fire & Marine Insurance Comp	38997	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES**

CERTIFICATE NUMBER: W30921601

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GLD6404741-13	11/01/2023	11/01/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 1,000,000
	OTHER:							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			AAL30026136801	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
							Comp/Co11	\$ 1,000.00
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			JCD40017R0	11/01/2023	11/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input type="checkbox"/>	N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Evidence of Coverage

**CERTIFICATE HOLDER****CANCELLATION**

Canon Solutions America, Inc. One Canon Park Melville, NY 11747	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 24899704

BATCH: 3192095

**PROPOSAL FORM 4: CLEAN AIR WATER ACT**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Canon Solutions America, Inc.

Title of Authorized Representative: President

Mailing Address: One Canon Park, Melville, NY 11747

Signature:   
Peter Kowalczyk






## PROPOSAL FORM 5: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Canon Solutions America, Inc.

Title of Authorized Representative: President, Canon Solutions America, Inc.

Mailing Address: One Canon Park, Melville, NY 11747

Signature:   
Peter Kowalczyk



## PROPOSAL FORM 6: LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Respondent Peter Kowalczyk  
President, Canon Solutions America, Inc.

September 4, 2024

Date



## PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

### Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

---

### Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, ~~contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately,~~ the school district may fingerprint those persons or employees\*. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed\*\* unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed\*\*\*.



Signature of Respondent Peter Kowalczyk  
President, Canon Solutions America, Inc.

September 4, 2024

Date

\*at the school district sole cost and expense

\*\*to the extent such statutes are applicable and

\*\*\*to the extent provided in advance



**PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

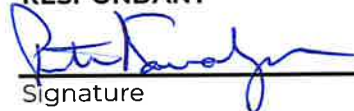
**VENDOR** Canon Solutions America, Inc.

**ADDRESS** One Canon Park, Melville, NY 11747

**PHONE** 800-815-4000

**FAX** 800-220-4002

**RESPONDANT**

  
Signature

Peter Kowalczyk  
Printed Name

President, Canon Solutions America, Inc.  
Position with Company

**AUTHORIZING OFFICIAL**

  
Signature

Steven Giuliano  
Printed Name

Executive Vice President, Administration  
Position with Company



## **PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295**

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### **Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Please see next page for a sign copy of our 1295 form.



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Canon Solutions America, Inc.  
Melville, NY United States

Certificate Number:  
2024-1209383

Date Filed:  
09/04/2024

Date Acknowledged:

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Region 10

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

R10-1169  
Purchase of New Photocopiers, Parts, Supplies, and Ancillary Products

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Shimono, Yoshinori	Melville, NY United States	X	
	Liebman, Seymour	Melville, NY United States	X	
	Yoshida , Shinichi	Melville, NY United States	X	

5 Check only if there is NO Interested Party.

☐

**6 UNSWORN DECLARATION**

My name is Peter Kowalczuk, and my date of birth is \_\_\_\_\_.

My address is One Canon Park, Melville, NY, 11747, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Suffolk County, State of New York, on the 4 day of September, 2024.  
(month) (year)



Peter Kowalczuk  
Signature of authorized agent of contracting business entity  
(Declarant) President, Canon Solutions America, Inc.



**PROPOSAL FORM 11: RESIDENT CERTIFICATION**

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- ☐ I certify that my company is a "**resident Bidder**"
- ☒ I certify that my company qualifies as a "**nonresident Bidder**"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Canon Solutions America, Inc.	One Canon Park		Compan
y Name	Address		
Melville	New York	11747	City
	State	Zip	

## PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

### 1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

~~Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.~~

\*Contract terms are subject to negotiation between Vendor and Region 10

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? PK

(Initials of Authorized Representative)

### 2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole <sup>\*</sup>discretion that it is in the best

\*reasonable



interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date<sup>\*\*</sup> if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

**\*\*Plus the balance of any lease payments for the remainder of the lease term**

Does vendor agree? PK

(Initials of Authorized Representative)

### 3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? PK

(Initials of Authorized Representative)

### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.





Does vendor agree? PW  
(Initials of Authorized Representative)

**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? PW  
(Initials of Authorized Representative)

**6. Right to Inventions Made Under a Contract or Agreement:**

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? PW  
(Initials of Authorized Representative)

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? PW



(Initials of Authorized Representative)

#### 8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? PK

(Initials of Authorized Representative)

#### 9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? PK

(Initials of Authorized Representative)

#### 10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery,



and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? PK

(Initials of Authorized Representative)

#### 11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? PK

(Initials of Authorized Representative)

#### 12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

~~Does vendor agree?~~ \_\_\_\_\_

\*N/A - none of the goods contemplated under any contract will be manufactured in the United States.

(Initials of Authorized Representative)

#### 13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? PK

(Initials of Authorized Representative)

#### 14. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.



PK

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

### 15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

PK

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

\_\_\_\_\_  
Company Name

Canon Solutions America, Inc.

\_\_\_\_\_  
Signature of Authorized Company Official

Peter Kowalczyk

\_\_\_\_\_  
Printed Name

Peter Kowalczyk

\_\_\_\_\_  
Title

President, Canon Solutions America, Inc.

\_\_\_\_\_  
Date September 4, 2024



## PROPOSAL FORM 13: FEMA REQUIREMENTS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

### 1. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? AK  
(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

Does Respondent agree? PK  
(Initials of Authorized Representative)

### 2. Changes



FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? PK  
(Initials of Authorized Representative)

### 3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? PK  
(Initials of Authorized Representative)

### 4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? PK  
(Initials of Authorized Representative)

### 5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? PK  
(Initials of Authorized Representative)

### 6. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? PK  
(Initials of Authorized Representative)

### 7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? PK  
(Initials of Authorized Representative)

### 8. License and Delivery of Works Subject to Copyright and Data Rights





The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? PK  
(Initials of Authorized Representative)



## **PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

**AZ Compliance with Federal and state requirements:** Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

**AZ Compliance with workforce requirements:** Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona):** For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

		September 4, 2024
Signature of Respondent	Peter Kowalczyk President, Canon Solutions America, Inc.	Date



**PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** Canon Solutions America, Inc.

**Street:** One Canon Park

**City, State, Zip Code:** Melville, NY 11747

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I Peter Kowalczyk, an authorized representative of President, Canon Solutions America, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
<u>Canon U.S.A, Inc.</u>	<u>One Canon Park, Melville, NY 11747</u>	<u>100%</u>

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

  
**Authorized Signature and Title**

Peter Kowalczyk  
President, Canon Solutions America, Inc.

September 4, 2024  
**Date**



**PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT**

**Company Name:** Canon Solutions America, Inc.

**Street:** One Canon Park

**City, State, Zip Code:** Melville, NY 11747

*State of New Jersey*

County of Suffolk

I, Peter Kowalczyk of the Melville  
Name City

in the County of Suffolk, State of New York of full  
age, being duly sworn according to law on my oath depose and say that:

I am the President, Canon Solutions America, Inc. of the firm of Canon Solutions America, Inc.  
Title Company Name

*the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

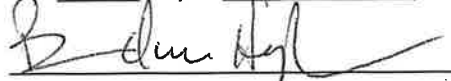
*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

Canon Solutions America, Inc.  
Company Name

  
Authorized Signature & Title Peter Kowalczyk  
President, Canon Solutions America, Inc.

Subscribed and sworn before me

this 4th day of September, 2024



Notary Public of New Jersey New York

My commission expires 10/14, 2025

SEAL **BRENDAN HUGHES**  
Notary Public-State of New York  
No. 02HU6287828  
Qualified in Nassau County  
Commission Expires October 14, 2025



**PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**

**Company Name:** Canon Solutions America, Inc.

**Street:** One Canon Park

**City, State, Zip Code:** Melville, NY 11747

**Bid Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

**Vendors must submit with proposal:**


1. A photo copy of their Federal Letter of Affirmative Action Plan Approval \_\_\_\_\_  
OR
2. A photo copy of their Certificate of Employee Information Report \_\_\_\_\_  
OR
3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form X  
AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed \_\_\_\_\_

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

  
**Authorized Signature and Title** Peter Kowalczyk  
President, Canon Solutions America, Inc.

September 4, 2024  
**Date**



**P.L. 1995, c. 127 (N.J.A.C. 17:27)**

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,



national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

Peter Kowalczyk  
President, Canon Solutions America, Inc.



## PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html) They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used “as-is”, subject to edits as described herein.
  - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee\*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
  1. of the public entity awarding the contract
  2. of that county in which that public entity is located
  3. of another public entity within that county
  4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

#### Part I – Vendor Information

Vendor Name:	Canon Solutions America, Inc.		
Address:	One Canon Park		
City:	Melville	State:	NY Zip: 11747

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Signature

Peter Kowalczyk  
Printed Name

President, Canon Solutions America, Inc.  
Title

#### Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)



## Continuation Page

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page \_\_\_\_ of \_\_\_\_

Vendor Name:

[illegible]☐ Check here if the information is continued on subsequent page(s)



**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

## PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

### Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

### Check the box that represents the type of business organization:

☐ Partnership

☐ Sole Proprietorship

☐ Limited Liability Partnership

☒ Corporation

☐ Limited Partnership

☐ Limited Liability

Corporation

☐ Subchapter S

Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

### Stockholders:

Name: Canon, U.S.A, Inc.

Name:

Home Address:

Home Address:

One Canon Park, Melville, NY 11747

Name:

Name:

Home Address:

Home Address:

Name:

Name:

Home Address:

Home Address:

Subscribed and sworn before me this 4<sup>th</sup> day of September, 2024

(Notary Public)

(Affiant)

PETER KOWALCZUK, PRESIDENT  
(Print name & title of affiant)

My Commission expires: 10/14/25  
BRENDAN HUGHES

Notary Public-State of New York

No. 02HU6287828

Qualified in Nassau County

Commission Expires October 14, 2025



## PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

☐ We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

**Please refer to our Canon Solutions America, Inc. Agreements and Documents section in our proposal for a list of our exceptions/ deviations.**

## PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

### Requirements for Master Agreement To be administered by Equalis Group

**Attachment A, Equalis Group Administrative Agreement** is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- ☐ Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- ☒ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

## PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

### OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.


**Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:**

☒ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.  
*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

September 4, 2024  
Date


  
Authorized Signature & Title      Peter Kowalczyk  
President, Canon Solutions America,



## PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

### VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name	Canon Solutions America, Inc.
Address	One Canon Park
City/State/Zip	Melville, NY 11747
Telephone No.	800-15-4000
Fax No.	800-220-4002
Email address	strategicpricingbidpricing@csa.canon.com
Printed name	Peter Kowalczyk
Position with company	President
Authorized signature	

Term of contract November 1, 2024 to October 31, 2027

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

\_\_\_\_\_  
Region 10 ESC Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

Equalis Group Contract Number \_\_\_\_\_





## PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

### VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name Canon Solutions America, Inc.  
Address One Canon Park  
City/State/Zip Melville, NY 11747  
Telephone No. 800-815-4000  
Fax No. 800-220-4002  
Email address strategicpricingbidpricing@csa.canon.com  
Printed name Peter Kowalczyk  
Position with company President  
Authorized signature 



**Acknowledgement of Amendment 1 (Initial)** BA

Term of contract November 1, 2024 to October 31, 2027

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

\_\_\_\_\_  
Region 10 ESC Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Equalis Group Contract Number

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**Canon Solutions America, Inc. Agreements  
and Documents**



## STANDARD REVIEW OF BID TERMS AND CONDITIONS

Regarding contractual terms and conditions, we propose the use of our standard contractual terms and conditions as the governing contract for any transactions between Canon Solutions America, Inc. and Region 10, or any Member or Participating Agency, which are available for your review at <https://ess.csa.canon.com/customerdocuments>, copies of such terms and conditions have been included with our proposal submitted in response to the RFP. In addition to the foregoing, our standard contractual terms and conditions would become part of the final Vendor Contract between Canon Solutions America, Inc. and Region 10 ESC, and to the extent there is any conflict our standard contractual terms and conditions would prevail and take precedence over any conflicting term in the Vendor Contract. Our standard terms and conditions are well suited for the potential transactions that would result from the award from the RFP, namely the acquisition (via purchase and/or lease) of equipment and maintenance services for such equipment. Notwithstanding the foregoing, upon selection, we will negotiate in good faith a mutually beneficial and acceptable definitive agreement which will be consistent with our proposal and our terms and conditions and taking into consideration of your requirements.

In order to acquire certain units of production equipment, a customer would need to enter into agreement/sow that may contain additional terms and conditions to those submitted with this response, such terms and conditions will be provided upon award and can be negotiated with any customer

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America, Inc.'s Response to Bid Verbiage
11. TAXES	16 of 17	11.1	The Contractor will pay all sales, consumer, use and other similar taxes required by law for which an exemption does not exist. If the Contractor is required to pay sales tax on non-exempt material, equipment, services or other items purchased in connection with a Purchase Order, the Member will reimburse the Contractor for such tax, without mark-up, provided the Contractor submits the appropriate documentation.	Where applicable, Canon Solutions America, Inc. shall charge Customer for any sales, use or value added taxes related to the Services, unless Customer supplies Canon Solutions America, Inc. with tax exemption certificates acceptable to the relevant taxing authorities. This charge will be shown as a separate line item on the applicable invoice.
<b>REQUEST FOR PROPOSAL #R10-1169 FOR: Multi-Function Devices &amp; Managed Print Services</b> <b>Section Three: Part A Vendor Contract and Signature Form Attachment A – Equalis Group Administrative Agreement Attachment C State Notices</b>				
1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS	3 of 34	1.1	Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Public Agency.	Any terms and conditions between Equalis and Vendor shall be negotiated upon award.

## Standard Review of Bid Terms and Conditions

Canon Solutions America, Inc.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT	4 of 34	3.3 Vendor's promise	Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.	Canon Solutions America is proposing the highest-quality products and services for the requirements as detailed in Request for Proposal #R10-1169 for: Multi-Function Devices and Managed Print Services at pricing that we believe to be highly competitive and that will give the maximum value and efficiency for the Region 10 ESC, any Member or participating agency. Because no two of our customers have identical needs and our products and services solutions for our customers are accordingly customized, it is difficult for us to make simple value-to-price comparisons among our customers, and therefore we cannot accept this requirement.
4. ARTICLE 4 – FORMATION OF CONTRACT	4 of 14	4.1 Vendor contract documents:	Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.	Vendor contract terms and conditions (referenced and provided with Vendor's response) will become part of the Vendor Contract. Upon award, Vendor is willing to negotiate in good faith final terms and conditions with Region 10 ESC.
4. ARTICLE 4 – FORMATION OF CONTRACT	4 of 14	4.2 Form of contract	The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a vendor submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.	Vendor contract terms and conditions (referenced and provided with Vendor's response) will become part of the Vendor Contract. Upon award, Vendor is willing to negotiate in good faith final terms and conditions with Region 10 ESC. Any Purchase Orders used shall reference the mutually agreed final contract between Region 10 ESC and Vendor, and shall be for Region 10 ESC, members or participating agencies administrative convenience, and any other terms and conditions contained or referenced in such Purchase Order shall be null and void and of no force and effect.
2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT	4 of 34	4.4 Assignment of Contract	No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).	Any consent or approval of attempted assignment shall not be unreasonably withheld, delayed, or conditioned; however, no consent or approval shall be needed in the case of assignment to an affiliate. Financing your Canon investment is made easy through our sister company, Canon Financial Services, Inc. (CFS), Canon U.S.A.'s wholly owned leasing company, and is the billing entity for lease transactions for Canon Solutions America, Inc.. CFS is specialized in delivering high content invoices, including lease and maintenance charges, in a variety of formats

## Standard Review of Bid Terms and Conditions

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				(paper, electronic, web) to meet our customer's needs. All leasing and billing obligations will be assigned to CFS.
5. ARTICLE 5 – TERMINATION OF CONTRACT	5 of 34	5.1 Cancellation for cause	If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed.	Any termination of the Vendor Contract shall include a 30-day notice and cure period of not less than 30 days for any termination for cause or default; termination of the Vendor Contract shall not have an effect on any outstanding orders or contracts or leases then in effect that Vendor has with Region 10 ESC or any member or participating agency.
5. ARTICLE 5 – TERMINATION OF CONTRACT	5 of 34	5.2 Delivery/Service failures	<p>Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:</p> <ul style="list-style-type: none"> <li>i. Providing material that does not meet the specifications of the contract;</li> <li>ii. Providing work and/or material that was not awarded under the contract;</li> <li>iii. Failing to adequately perform the services set forth in the scope of work and specifications;</li> <li>iv. Failing to complete required work or furnish required materials within a reasonable amount of time;</li> <li>v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or</li> <li>vi. Performing work or providing services under the contract prior to receiving a purchase order for such work.</li> </ul> <p>Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may</p>	Any termination of the Vendor Contract shall include a 30 day notice and cure period of not less than 30 days for any termination for cause or default; termination of the Vendor Contract shall not have an effect on any outstanding orders or contracts or leases then in effect that Vendor has with Region 10 ESC or any member or participating agency.

## Standard Review of Bid Terms and Conditions

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			result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated.	
5. ARTICLE 5 – TERMINATION OF CONTRACT	6 of 34	5.4 Cancellation for convenience:	Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.	Termination of the Vendor Contract shall not have an effect on any outstanding orders or contracts or leases then in effect that Vendor has with Region 10 ESC or any member or participating agency.
7. ARTICLE 7 – DELIVERY PROVISIONS	6 of 34	7.1 Delivery	Vendor shall deliver physical materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within the timeframe agreed upon by the participating Member. If delivery is not or cannot be made within the time specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time the participating Member may cancel the order if estimated shipping time is not acceptable.	Canon Solutions America, Inc. (“CSA”) will use commercially reasonable efforts to meet any time periods stated in the final contract. Generally speaking, equipment shall be delivered within 20 business days from the receipt of appropriately signed and executed order documents, barring any circumstances outside of Canon Solutions America, Inc.’s control, such as national backorder.
9. ARTICLE 9 – PRICING	7 of 34	9.4 Price reduction and adjustment:	Price reduction may be offered at any time during contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Vendor shall offer Region 10 ESC any published price reduction during the contract period.	The pricing provided will be not to exceed pricing; lower pricing may be made presented to Region 10, or to any members and participating agencies under an order or transaction, and will not be able to avail of any lower pricing.



## Standard Review of Bid Terms and Conditions

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9. ARTICLE 9 – PRICING	8 of 34	9.6 Administrative Fees	The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.	Canon Solutions America, Inc. agrees to negotiate in good faith a customary Administration Fee that is representative of the value add.
10. ARTICLE 10 – PRICING AUDIT	8 of 34	10.1 Audit rights	Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.	Any audit will be at Region 10's sole cost and expense; any third party auditor will need to enter into a NDA acceptable to Vendor; audit shall be upon reasonable advance notice and at location of where records are kept
11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS	9 of 34	11.6 Warranty conditions	All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.	Canon brand Equipment is provided with an end user limited warranty from either Canon U.S.A., Inc. ("Canon") or a Canon affiliated company. Canon Solutions America, Inc. is authorized to provide warranty service pursuant to



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				<p>the Canon limited warranties. Warranties, if any, for other Products and Services are provided according to their terms by the manufacturer or developer. The use of Software is at all times subject to and governed by the applicable end user license agreement. In addition to the aforesaid manufacturer or developer warranties, Canon Solutions America, Inc. warrants (the “Canon Solutions America, Inc. Warranty”) that on completion of installation of Canon brand Equipment, it will be (1) in material conformance with the manufacturer's published specifications, (2) qualified for Canon Solutions America, Inc.'s standard maintenance services and (3) free from material defects in workmanship and materials. All parts replaced under a warranty shall become the property of Canon Solutions America, Inc. or Canon. The Canon Solutions America, Inc. Warranty set forth herein does not apply to used or refurbished Equipment and is conditioned upon Customer giving prompt written notice to Canon Solutions America, Inc. of any discovered defects within twenty (20) days of installation (“Canon Solutions America, Inc. Warranty Period”). CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING CSA WARRANTY SHALL BE TO REJECT THE EQUIPMENT AND CANCEL THE AFFECTED EQUIPMENT SCHEDULE DURING THE CSA WARRANTY PERIOD. IN NO EVENT SHALL A BREACH OF ANY WARRANTY GIVE RISE TO A CLAIM FOR DAMAGES AGAINST CSA. THE WARRANTIES CONTAINED OR REFERENCED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS, AND ALL SUCH OTHER WARRANTIES, INCLUDING ANY RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR ANY METER READ COLLECTION METHOD PROVIDED BY CSA, ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE OR SERVICES UNDER THIS</p>
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## Standard Review of Bid Terms and Conditions

Canon Solutions America, Inc.

				<p>AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE LISTED ITEMS.</p> <p>Maintenance support for any product shall begin upon completion of installation of such product and shall be for the term of the lease or such other period as agreed to by the parties.</p>
11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS	9 of 34	11.7 Buy American requirement	Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.	This is not applicable to this contract or to transactions contemplated by this contract. Equipment to be provided under this contract is not manufactured in the United States.
11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS	9 of 34	11.8 Domestic preference	Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.	This is not applicable to this contract or to transactions contemplated by this contract. Equipment to be provided under this contract is not manufactured in the United States.
12. ARTICLE 12 – SITE REQUIREMENTS	9 of 34	12.3 Registered sex offender restrictions:	For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.	<p>Canon Solutions America, Inc. performs a drug test and extensive pre-employment background check on all employees at the time of hire at our expense in accordance with our practices and applicable law, which include the following:</p> <ul style="list-style-type: none"> <li>• Criminal background for the previous seven (7) years to the extent permitted by law</li> <li>• Federal</li> <li>• National database check</li> <li>• State/County (depending on availability) of residence</li> <li>• National Sex Offender Registry</li> <li>• Global Risk Report (US Patriot Act Compliance)</li> <li>• Education Verification (highest level completed)</li> <li>• Employment Verification for the previous seven (7) years, to the extent available</li> <li>• Social Security Trace</li> <li>• Driving Record, where required</li> </ul>

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				Canon Solutions America, Inc. will only propose individuals to assignment to the account who have successfully completed a drug test and background check in accordance with our practices and applicable law. Should additional or expanded background checks be required, Canon Solutions America, Inc. will accommodate in accordance with applicable law, and customer would be responsible for any associated costs.
12. ARTICLE 12 – SITE REQUIREMENTS	9 of 34	12.6 Stored materials	<p>Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's Page 10 of 34 request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.</p> <p>Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.</p>	Risk of loss for any stored materials (including, equipment, toner, consumables or other supplies) shall pass to Region 10 ESC or any member or participating agency upon delivery of such materials to be stored
13. ARTICLE 13 – INTELLECTUAL PROPERTY AND	10 of 34	13.1 Intellectual	Vendor owns all rights to its intellectual property associated with the software and/or services made available through this Contract. Vendor	Vendor is reseller of third party software; if vendor does not own rights to IP associated with software/services, then it has the right to provide or sell such software/services.

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DATA REQUIREMENTS		Property Rights:	<p>represents that it has all intellectual property rights necessary to enter into and perform its obligations under this Contract. Vendor warrants that the Member will have use of any intellectual property contemplated by the Contract free and clear of claims of any nature by any third party including copyright or patent infringement, and that Vendor will indemnify the Member for any related infringement claims. All rights including all intellectual property rights in and to Member data will remain the sole and exclusive property of the Member.</p>	<p>With respect to IP infringement indemnity, Canon Solutions America, Inc. offers the following:</p> <p>Canon Solutions America, Inc. shall indemnify, defend and hold Customer harmless for any loss, expense and liability incurred by Customer from any third party claims that Customer's use or possession of Canon branded equipment ("Products") infringes or violates the U.S. patent, copyright or trade secret rights of that third party (collectively, "IP Claims"). This indemnity shall not apply to (a) modifications made to the Products without Canon Solutions America, Inc.'s written consent, (b) any use of the Products in connection or combination with hardware or software for which the Products were not designed, (c) any throughput processed in connection with the Products, or (d) any equipment made or software developed pursuant to specifications or objectives furnished by Customer, in all of which instances Customer shall indemnify and hold harmless Canon Solutions America, Inc.. Canon Solutions America, Inc.'s indemnification obligation hereunder is subject to Customer providing Canon Solutions America, Inc. prompt written notice of the IP Claim, allowing Canon Solutions America, Inc. sole control of the defense and settlement thereof, and providing assistance therewith, at Canon Solutions America, Inc.'s expense, as Canon Solutions America, Inc. reasonably requests. Canon Solutions America, Inc.'s obligation under this Section is conditioned on Customer's agreement that if such Products, or the use thereof, becomes, or in Canon Solutions America, Inc.'s opinion is likely to become, the subject of such an IP Claim, Customer shall permit Canon Solutions America, Inc., at Canon Solutions America, Inc.'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 they become non-infringing, and if neither of the foregoing alternatives is available on terms which are reasonable in Canon Solutions America, Inc.'s judgment, Customer shall return the Products upon request by Canon Solutions America, Inc. and shall have no further payment obligation except for payment obligations</p>
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				incurred prior to the date of return. For purchased Products, Canon Solutions America, Inc. shall refund the applicable Products purchase price paid by Customer, less depreciation deducted on a five year straight-line basis. THE FOREGOING STATES THE ENTIRE OBLIGATION AND LIABILITY OF CSA WITH RESPECT TO INFRINGEMENT OF ANY PATENT, COPYRIGHTS, TRADE SECRET AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AND IS IN IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT THERETO.
13. ARTICLE 13 – INTELLECTUAL PROPERTY AND DATA REQUIREMENTS	10 of 34	13.2 End-of-Service Transition	When software service to a Member is discontinued, Vendor must ensure that all Member Data is securely returned, transferred, or destroyed as directed by the Member. Transfer of data must occur within a reasonable period of time, without significant interruption in service, and in the manner or format in which the data was provided. Vendor must use transfer methods that enable the Member to access and use Member's data and which are reasonably compatible with Member's systems. If data destruction is requested by the Member, Vendor must securely destroy all Member data in its possession and in the possession of any subcontractors or agents to which the Vendor might have transferred Member data.	Vendor should not have possession of any Member data. HD erase language The hard drive(s) on the Equipment, may retain images, content or other data that the customer may store for purposes of normal operation of the Equipment ("HD Data"). Customer acknowledges that Canon Solutions America, Inc. is not storing HD Data on Customer's behalf and that exposure or access to the HD Data by Canon Solutions America, Inc., if any, is purely incidental to the services performed by Canon Solutions America, Inc.. Customer is solely responsible for the HD Data. The Equipment contains various security features that Customer can utilize. Upon request, Canon Solutions America, Inc. will work with Customer to provide information regarding your options and offer services to assist Customer. Such services may result in additional charges.
13. ARTICLE 13 – INTELLECTUAL PROPERTY AND DATA REQUIREMENTS	10 of 34	13.3 Data Security	Vendor must implement and maintain reasonable security procedures and practices designed to protect Member data from unauthorized access, deletion, use, modification, or disclosure. Vendor must store and process Member data in accordance with standard commercial practices, including appropriate administrative, physical, and technical safeguards to secure it from unauthorized access, disclosure, alteration, and use. Security measures must be no less protective than those used to secure Vendor's own data of a similar type, and in	This only applies to the extent that Vendor is in possession of or stores or processes any member data, and then only and to its systems where such member data is stored or processed. Notwithstanding the foregoing, Company Information does not include (i) e-mails sent to Canon Solutions America, Inc. or its subcontractor's employees from Customer or its affiliates; (ii) data on copy clicks or on the maintenance or supplies status of Listed Items that is collected and stored as part of the Canon's remote reporting and data collection software; or (iii) Customer employee contact information provided when placing a service call, provided however, any such e-mails, data or information (or portions thereof) that is confidential information will

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			no event less than reasonable measures in view of the type and nature of the data involved.	remain subject to the confidentiality obligations set forth in the Vendor Contract. Canon Solutions America, Inc. does not take responsibility for any data or information (which may include Protected Data) that may be retained on any equipment and the hard drives contained in such equipment.
13. ARTICLE 13 – INTELLECTUAL PROPERTY AND DATA REQUIREMENTS	10 of 34	13.4 Security Breach	In the event of a security breach potentially involving the Member's data, Vendor must notify the Member and Region 10 ESC of the breach immediately and must fully investigate the incident and cooperate fully with the Member's investigation of and response to the security incident. Vendor will reimburse the Member for all costs incurred by the Member in investigation and remediation of any security breach caused by the Vendor or subcontractors, including providing notification to individuals whose Personally Identifiable Information (PII) was compromised and to regulatory agencies or other entities as required by law or contract, providing one year's credit monitoring to the affected individuals, and the payment of legal fees, audit costs, fines, and other fees imposed against the Member as a result of the security breach.	Any requirement for reimbursement or liability would be only to the extent such security breach is caused by Vendor's negligence or willful misconduct
14. ARTICLE 14 – MISCELLANEOUS	11 of 34	14.1 Funding Out Clause	Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions: "Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."	Fiscal funding out is allowed for termination due to fiscal funding, provided that the customer can : 1) Provide proof that funding was requested, 2) Provide proof funding was denied and 3) Confirm that no similar service will be provided by another vendor for a period of 1 year.

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14. ARTICLE 14 – MISCELLANEOUS	11 of 34	14.3 Indemnity	Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member.	Canon Solutions America, Inc. shall indemnify, defend and hold Customer harmless for any loss, expense and liability incurred by Customer from third party claims, for bodily injury (including death) or tangible property damage (collectively, “Claims”), to the extent resulting from Canon Solutions America, Inc.’s willful misconduct or negligence in the performance of Services pursuant to this Agreement; provided Customer shall give Canon Solutions America, Inc. prompt written notice of the Claim, allow Canon Solutions America, Inc. sole control over the defense and settlement thereof and provide Canon Solutions America, Inc. with such assistance, at Canon Solutions America, Inc.’s expense, as Canon Solutions America, Inc. shall reasonably request.
14. ARTICLE 14 – MISCELLANEOUS	12 of 34	14.5 Marketing:	Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.	This will need further discussion and negotiation upon award. Any use of Canon logo, trademarks, materials, etc., will need the approval of Canon and would be subject to any Canon branding guidelines.
14. ARTICLE 14 – MISCELLANEOUS	12 of 34	14.6 Insurance	Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an “all risk” type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the	Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure <del>and/or</del> , provide and maintain during the life of this agreement <del>comprehensive—public commercial general liability insurance to include course of construction insurance and commercial automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an “all risk” type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment.</del> Contractor shall pay for the deductibles required by the insurance provided under this agreement.

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Canon Solutions America, Inc.

			<p>deductibles required by the insurance provided under this agreement.</p> <p>14.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.</p> <p>14.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member</p>	<p>14.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any <b>material</b> modifications <b>that would affect Vendor's ability to maintain the minimum requirements set forth within</b> or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.</p> <p>14.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure <b>and/or</b>, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member</p>
14. ARTICLE 14 – MISCELLANEOUS	12 of 34	14.7 Subcontracts/ Sub Contractors:	<p>If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from participating Member. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.</p> <p>14.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.</p> <p>14.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors</p>	<p>Any approval or consent shall not be unreasonably withheld, delayed, or conditioned. Vendor can subcontract without consent to an affiliate or authorized Canon dealer Canon Solutions America, Inc. may subcontract any of its obligations to a subsidiary thereof, to an independent authorized CANON retail dealer, or to any other third party competent to perform the functions being subcontracted.</p>

## Standard Review of Bid Terms and Conditions

Canon Solutions America, Inc.

			for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.	
APPENDIX C: FINANCIAL TERMS		1, Administrative Fee	Does pricing submitted include the required administrative fee?	<p>Yes, an Administrative Fee Percentage (Administrative Fee) has been accounted for in our financial review based on the following: "Contract Sales" to Region 10 ESC, Region10 School Districts and Equalis Group Participating Agencies will be based on the following:</p> <ul style="list-style-type: none"> <li>a. Contract Sales amounts shall exclude refunds, credits on returns, rebates and discounts.</li> <li>b. To the extent the Supplier offers trade-in allowance programs, Contract Sales shall be calculated using the net purchase price after the trade-in allowance.</li> <li>c. To the extent the Supplier offers leasing or financing programs itself or through a financing entity, Contract Sales shall be calculated using the sales amount (the purchase equivalent) billed to the Supplier or through a financing entity.</li> <li>d. To the extent the Supplier offers services, Contract Sales shall be calculated using the monthly billed amount and shall be paid in arrears.</li> <li>e. Contract Sales excludes on-going service charges, software maintenance and software as a service.</li> </ul> <p>Administrative Fees are paid quarterly by the 15th of the month beginning a new calendar quarter.</p>
<b>Additional Canon Solutions America, Inc. Clarifying Comments</b>				
Agreement Language for PO and non POs				Required Agreement PO Language: Notwithstanding any provision of this purchase order to the contrary, the use of this purchase order shall be for the Customer's administrative convenience only, and any terms and conditions in this purchase order which conflict with or vary from or modify the terms contained in Purchase Agreement #XXXXXXXXXX between Canon Solutions

## Standard Review of Bid Terms and Conditions

Canon Solutions America, Inc.



				<p>America, Inc. and the Region 10 ESC, shall be deemed null and void.</p> <p>Required Agreement Non-Po Language Notwithstanding this Agreement, this transaction shall be governed by the terms and conditions of Purchase Agreement # XXXXXXXXX between Canon Solutions America, Inc. and Region 10 ESC and any terms and conditions which conflict with, vary from or modify the Agreement terms shall be deemed null and void.</p>
Attachment B: Pricing				<p>Canon Solutions America, Inc.'s intent is to offer the majority of our Canon and alliance products, software, service and services within the published pricing list. There will always be items that are not listed on the Equalis Group website. These items will be known as "open market items." These Open Market Items can include but are not limited to; products, software, services subscription services, trade-ins, etc. Open Market Items are subject to best available discounting that would be given to governmental customer following our national cooperative discount process.</p> <p>Services including; Managed Print Services, Enterprise Managed Services, DX Services, and Security Services are considered Open Market and are specific to the agency and will be provided in a Scope of Work (SOW) and agreed upon prior the engagement. Contained in a SOW, the equipment, software, service and services listed in the Pricing Page Attachment A will be included.</p>
Attachment B: Pricing				<p>Pricing on Attachment A is expressed as a discount from Manufacturer Suggested Retail Price MSRP. MSRP must be available on a manufacturer's published price list and be publicly available throughout the agreement term.</p> <p>During the term of the Agreement, Supplier may add or delete contract devices introduced or removed from the market by the Supplier, provided the added device falls within the scope of the respective category. New devices must be adequately describe and the associated price list must be updated to reflect the new devices prices. Pricing</p>

## Standard Review of Bid Terms and Conditions

Canon Solutions America, Inc.

				must utilize the same pricing structure as was used for other devices falling into the same product category. The pricing structure will be dictated by the purchase price determined from the discount from Manufacturer Suggested Retail Price (MSRP) and other specified discounts. Lease pricing will be dictated by the quoted leasing rates at the time of order, applied to the purchase price.
Substitution Models				From time to time Canon Solutions America, Inc. will provide replacement or substitution models prior to the updating of the pricing pages for the agreement. Region 10 ESC or participating agency may refer in its purchase orders or other ordering documentation, the new model and the corresponding legacy model price.
Response Time for Participating Public Agencies				Canon Solutions America, Inc. will commit to a fleet average response of four (4) hours, over four fixed quarterly intervals per year. Response time shall be calculated from the time the customer call is placed with Canon Solutions America, Inc.'s Dispatch department, until the time the Technician arrives at the individual location. Response times are calculated between 8:30am and 5:00pm, Monday through Friday, excluding Canon Solutions America, Inc.'s recognized holidays. For the individual location which has multiple machines and active service calls, the Technician's arrival shall stop the response time calculation for all open service calls at that location. This program does not include single function devices (printers, facsimile and scanners), imagePRESS, production, and wide format models.
Uptime for Participating Public Agencies				<p>Canon Solutions America, Inc. will commit to a fleet average uptime of 95% over the 4 fixed quarterly intervals per year, for devices within Canon Solutions America, Inc.'s Servicing Territory. (Excludes devices with rated speeds of 105ppm or greater)</p> <p>Canon Solutions America, Inc. will commit to a fleet average uptime of 80% on all production equipment over the 4 fixed quarterly intervals per year on production level equipment within Canon Solutions America, Inc.'s Servicing Territory.</p>



## Standard Review of Bid Terms and Conditions

Canon Solutions America, Inc.



				<p>Downtime is calculated from the time a service call is placed with our Dispatch department until the time the Technician completes the repair. Uptime criteria is calculated between 8:30am and 5:00pm, Monday through Friday, excluding Canon Solutions America, Inc. holidays, and exceptions outlined in the following sentence(s). Uptime requirements will not include preventative maintenance service calls, calls which could have been prevented by key operator functions outlined in unit's operation manual, calls created by user mishandling, units which are running outside the manufacturer's optimum performance volume, or units which need to be over-hauled as a result of reaching useful life, in the opinion of our Service department.</p>
Replacement of Canon Branded Equipment				<p>Canon Solutions America, Inc. warrants the Canon Brand equipment it supplies will be free from defects in material and workmanship for ninety (90) days from the date of delivery. In addition, after such ninety (90) day period, Canon Solutions America, Inc. will maintain such equipment in good operating order per manufacturer's specifications provided subject to normal use.</p> <p>Within five (5) years for purchase or the term of the lease, of original installation of any newly installed Canon brand equipment covered by the agreement, Canon Solutions America, Inc. will at Customer's written request, replace such equipment with a like unit if Customer meets the following three conditions:</p> <ol style="list-style-type: none"><li>(1) The equipment is continuously and exclusively serviced by Canon Solutions America, Inc. from and including the date of original installation;</li><li>(2) Customer fulfills all terms of the agreement;</li><li>(3) Before requesting a replacement unit, Customer gives Canon Solutions America, Inc. the opportunity to cure any service problems which Customer may have with the equipment.</li></ol> <p>In the event that an item of equipment is inoperable for a period in excess of sixteen (16) consecutive business hours, Canon Solutions America, Inc. will supply a loaner unit until the machine is restored to good working order.</p>

**Standard Review of Bid Terms and Conditions**

Canon Solutions America, Inc.



Disadvantaged Business Enterprise				<p>When a participating Purchasing Agency wishes to engage a Certified Disadvantaged Business Enterprise to perform functions, services, or support covered within the Region 10 Agreement and with Canon Solutions America, Inc.'s approval; a billing and discount arrangement will be agreed upon with the Certified Disadvantaged Business Enterprise. The Participating Purchasing Agency will receive the same level of pricing and services as outlined in the Agreement.</p> <p>If a Participating Purchasing Agency requires the performance of functions, services or support not covered within the Region 10, the Participating Purchasing Agency and Certified Disadvantaged Business Enterprise will negotiate the requirements, terms, conditions and compensation.</p>
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Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800) 613-2228

**Master Sales & Services Agreement  
Customer Information Face Page**

**# SAMPLE**

Salesperson: \_\_\_\_\_ Order Date: \_\_\_\_\_

**Customer ("you"):**

Company:		
Address:		
City:	County:	
State:	Zip:	Phone #:
Contact:	Fax #:	
Email:		

Applicable Terms and Conditions	Customer Organizational Information
<p><b>TERMS AND CONDITIONS ARE AVAILABLE AT:</b> <a href="http://ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS">ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS</a></p> <p>The CSA customer terms and conditions located at the above website ("Terms") form part of this Agreement. The Terms include general terms, and terms for product and service purchase, maintenance, support and leasing (pursuant to the terms of Rider G); managed print services; and quotes. The Terms applicable to each of your transactions will be referenced in the Order Schedule.</p> <p>By your initials herein and signature below, you understand and acknowledge such Terms and agree to comply with those applicable to each Order Schedule.</p> <p>_____ <b>Customer Initials</b></p>	<p><b>Federal Tax ID Number:</b> _____</p> <p><b>Organization type:</b></p> <p><b>Address for Notices:</b></p> <p>Attn: _____</p> <p>Address: _____</p> <p>Address 2: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Email: _____</p>

**BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE, PURSUANT TO THE TERMS OF RIDER G, OR PURCHASE, AS SPECIFIED IN THIS AGREEMENT, THE ITEMS LISTED IN ANY SCHEDULE, RIDER OR ADDENDA (AS APPROVED BY CSA) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS FACE PAGE, APPLICABLE SCHEDULE(S), RIDER(S) AND SUCH ADDENDA, THE QUOTE, AND THE APPLICABLE TERMS AND CONDITIONS IDENTIFIED ABOVE, ALL OF WHICH IS INCORPORATED HEREIN AND MADE PART OF THIS AGREEMENT.**

Customer's Authorized Signature REVIEW SAMPLE ONLY

Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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

## GENERAL TERMS

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

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

**4. PAYMENT TERMS, CHARGES AND CREDIT CARDS.**

4.1 The total price specified in any Schedule for the Listed Items, including taxes and delivery/installation charges (if any), is due and payable within 30 days of the invoice date unless otherwise stated on the invoice. You expressly acknowledge your obligation to pay CSA's invoices for Listed Items. Should you request a third party act as your agent for receiving or paying invoices, CSA may approve such request in its sole discretion, and CSA's approval is conditioned on: (i) your payment of an administrative charge (including reimbursement of any costs or charges CSA incurs associated therewith), which shall be considered charges under this Agreement; (ii) no modifications (other than addresses) to the terms and conditions of this Agreement; and (iii) you remain liable for all of your obligations under this Agreement. CSA may charge, and you agree to pay, a surcharge to cover increases in transportation costs. CSA reserves the right to adjust pricing (i) in the event Listed Items are not delivered to you within thirty (30) days of an executed Schedule to reflect corresponding increases in the manufacturer's suggested retail price ("MSRP"); or (ii) due to any mistake in pricing or configuration for any of the Listed Items discovered prior to shipment. In the event of such price adjustments, CSA shall notify you of the mistake in pricing or configuration, or the increase in MSRP, and such notification will constitute the non-acceptance of the applicable Schedule by CSA with respect to such Listed Items without liability. Should Maintenance or Software support not be purchased at the time of the initial delivery of the Product, or should it terminate or be suspended, additional fees to inspect the Product or otherwise to start or reinstate the Maintenance or Software support shall apply. Applicable taxes shall be added to the charges. Without limiting any of CSA's rights and remedies under applicable law, if payments are late, CSA may charge you and you agree to pay a late charge equal to the higher of five percent (5%) of the amount due or \$10.00 as reasonable collection fees, not to exceed the maximum amount permitted by law, and you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law. CSA does not provide refunds or credits for any partial terms, except as expressly stated in the Rider or applicable Schedule.

4.2 To purchase Listed Items, you will need to provide certain information, including payment and shipping details. We accept all major credit cards: VISA, MasterCard, American Express and Discover. For your security, the billing name and address on your credit card must match your Schedule or your Listed Items may be delayed or cancelled. When you place an order for your Listed Items, we may pre-authorize your credit or debit card in the amount of your order, which may have an effect on your available balance or credit line. We may cancel or place holds on your order or any Listed Item included therein, if we suspect the order may be fraudulent. All billing and registration information you provide must be accurate, complete and correct. By confirming your purchase on the Schedule, you agree to accept and pay for all charges incurred via the applicable payment method for Listed Items that you purchased at the price(s) in effect at that time, including any applicable taxes. Receiving an order acknowledgement (either by mail or via email) does not guarantee acceptance of an order for the Listed Items, or that the price or availability of a Listed Item has been confirmed.

- 5. CREDIT.** CSA reserves the right to withhold shipment of the Listed Items until you (or the Leasing Company, if applicable) make full payment of the total price specified in all Schedules accepted by CSA, or to revoke any credit extended to you because of your failure to pay any amounts when due

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

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

**7. LIMITATION OF LIABILITY.**

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

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



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

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

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

**14. ENTIRE AGREEMENT; MASTER AGREEMENT OVERRIDING CONTRACT TERMS AND VOUCHERS.**

This Agreement, together with all Riders, Schedules, and Addenda now and hereafter entered into and any related CSA credit application, constitute the entire agreement between the Parties with respect to the furnishing of the Listed Items and the performance of the Services, superseding all previous proposals and agreements, oral or written; and any default by Customer under any part of this Agreement shall constitute a default of the entire Agreement. If the Customer Information Face Page references a master agreement (which may be a separate master agreement entered into between Customer, or an affiliate of Customer, and CSA), or if a Schedule references an overriding contract (an "OC" meaning a group purchasing or cooperative or governmental agreement under which Customer is an eligible participant) or a master agreement between you (or one of your affiliates) and CSA, then the terms of such OC or master agreement shall apply to the extent applicable to the transactions contemplated by this Agreement, and the terms of this Agreement shall apply only to the extent not inconsistent with the terms of such OC or master agreement. Notwithstanding any other provision in this Agreement to the contrary, if the Listed Item you are purchasing is designated as a "Voucher" on your Order Schedule, the following terms shall govern: "You have been referred to an independent third party (the "Provider") by CSA for certain products and services (collectively "Provider Services"). CSA is authorized and compensated to refer prospective customers to the Provider. Provider Services are not eligible for any warranty or maintenance under this Agreement. You acknowledge and agree that: (i) The Provider will provide the Provider Services to you pursuant to an agreement(s) between you and the Provider ("Provider Agreement"); (ii) CSA shall have no obligation or liability for the Provider Services or under the Provider Agreement; (iii) You shall look solely to the Provider as to any claim or cause of action arising from the Provider Agreement or the Provider Services; (iv) you waive your rights to bring any such claim or cause of action against CSA; and (v) should you desire to enter into a Lease for the Voucher from Canon Financial Services, Inc. ("CFS") the terms of Rider G between you and CFS shall solely govern as to the matters contained therein.

**15. CSA DEFAULT.** Customer may terminate its use of Products or Services in the event that CSA materially fails to perform its obligations under this Agreement, provided that any such termination shall only apply to the Products or Services subject to the default, and shall only be effective upon not less than thirty (30) days' prior written notice from Customer to CSA specifying the default, and provided that CSA has not materially cured such default or provided Customer reasonable assurance that such default shall be materially cured, prior to the effective date of termination. For the avoidance of doubt, no such termination shall affect Customer's obligations with respect to the Lease.

**16. REPRESENTATIONS AND AMENDMENTS.**

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

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

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

**17. MISCELLANEOUS.** This Agreement shall be binding on you upon our receipt of your signature on the Customer Information Face Page and, as to each Schedule, on the date we receive your signature thereon. Each Schedule shall be binding on CSA upon delivery of the Listed Item or commencement of performance by CSA under such Schedule. Title to or licensing of (as applicable) any Listed Items shall pass or be granted to you or the Leasing Company only upon full required payment to CSA therefor. All provisions of this Agreement which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. You acknowledge that neither CSA nor any of its agents or representatives has made any promise, representation, or warranty as to the Listed Items, or anything affecting or relating to this Agreement, except as specifically set forth in this Agreement, and you acknowledge that you have not executed or authorized the execution of this Agreement in reliance upon any such promise, representation, or warranty. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth in this Agreement. No Lease between you and the Leasing Company with respect to any Listed Items shall be binding on CSA in any respect or affect your rights or CSA's obligations hereunder. You agree to dispose of all opened consumables and supplies in accordance with applicable law and regulations, and product handling instructions. CSA is and shall at all times be an independent contractor and shall not be deemed your employee or agent. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Parties. ANY PURCHASE ORDER UTILIZED BY YOU (WHETHER OR NOT REQUIRED) SHALL BE FOR YOUR ADMINISTRATIVE CONVENIENCE ONLY, AND ANY TERMS THEREIN WHICH CONFLICT WITH, VARY FROM, OR SUPPLEMENT THE PROVISIONS OF THIS AGREEMENT SHALL BE DEEMED NULL AND VOID. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. A failure of either Party to exercise any right provided for herein shall not be deemed a waiver of any right under this Agreement. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent shall be void; except that you may assign to your Leasing Company your right to acquire the Listed Items and your warranty rights with respect thereto, but your other rights hereunder are not assignable to the Leasing Company and such assignment shall not relieve you of any of your obligations hereunder (including your obligation to pay for Listed Items). You agree that CSA may accept an electronic image of this Agreement as an original, and that digital and/or electronic copies of your signature will be treated as an original for all purposes.

**18. NOTICES.** YOU ACKNOWLEDGE THAT CSA SHALL SEND NOTICES BY REGULAR MAIL TO THE PHYSICAL ADDRESS, AND/OR BY EMAIL TO THE EMAIL ADDRESS ON THE CUSTOMER INFORMATION FACE PAGE. TO BE EFFECTIVE, ALL NOTICES TO CSA CONCERNING CANCELLATION, BREACH, DEFAULT, ASSIGNMENT, INDEMNITY, NON-RENEWAL, CHANGE OF YOUR ADDRESS OR EMAIL ADDRESS FOR NOTICES, OR ANY OTHER DEMAND OR CLAIM AGAINST CSA MUST BE IN WRITING DETAILING ALL SUCH ISSUES, AND SENT TO CSA VIA COURIER OR CERTIFIED MAIL, TO: 300 COMMERCE SQUARE BLVD., BURLINGTON, NEW JERSEY 08016 ATTN: CUSTOMER SERVICE, OR SENT BY EMAIL TO CUSTOMERCARE@CSA.CANON.COM; WITH A COPY OF ANY NOTICE OF DEFAULT, BREACH, REQUEST FOR INDEMNITY, OR ANY OTHER DEMAND OR CLAIM AGAINST CSA, SENT TO CSA VIA COURIER OR CERTIFIED MAIL, TO SENIOR VICE PRESIDENT, LEGAL, CANON SOLUTIONS

**AMERICA, INC., ONE CANON PARK, MELVILLE, NEW YORK, 11747, OR SENT BY EMAIL TO [LEGAL@CSA.CANON.COM](mailto:LEGAL@CSA.CANON.COM).**

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

## RIDER A

### CANON OFFICE DEVICES AND CUT SHEET PRODUCTION MAINTENANCE TERMS

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

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

#### 1. MAINTENANCE / TERM / CHARGES.

a. If Maintenance for Equipment is indicated on its Order Schedule, it shall mean that CSA will keep the Equipment in good working order subject to the terms of this Agreement. Maintenance shall include emergency break fix service, routine preventative maintenance, including inspection, adjustment, parts replacement, drums, and cleaning material required for proper Equipment operation. Maintenance shall start on the date (the "Start Date") of installation for newly installed Equipment (inclusive of standard embedded Firmware) with consumables inclusive service. For newly installed Equipment under Equipment warranty and without consumables inclusive service, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The Start Date is stated on the Order Schedule for all previously placed Equipment.

b. The initial term of Maintenance is set forth on the Order Schedule, and thereafter shall renew for successive 12 month renewal terms unless either Party gives written notice of non-renewal at least 30 days prior to the expiration of the then-current term. The renewal charges shall be reflected on the invoice for the first billing cycle of the renewal period. If you do not agree to the change in renewal charges, you can reject the change by sending notice in accordance with Section 18 of the General Terms. Customer may, without penalty, cancel maintenance during any renewal period upon 30 days advance written notice to CSA. Once cancelled, CSA will cease all Maintenance at the end of the Term or renewal term, or the effective date of such cancellation, as applicable. CSA does not provide refunds or credits for any partial terms, except as expressly stated on the Order Schedule.

c. Unless otherwise set forth in an Order Schedule, Service Charges shall start billing and Customer shall start payment upon the completion of installation. Maintenance Base Charge(s) and Per Image Charge(s) as listed on the applicable Order Schedule (collectively "Service Charges") are billed for full calendar month periods, with Maintenance Base Charge(s) billed in advance and Per Image Charge(s) billed in arrears.

d. The meter shall record a quantity of 1 image for each image printed on media sizes up to 13" x 19", and two images for any larger media. For Long Sheet images, defined as images printed on media longer than 19", there will be an additional Per Image Charge as set forth on the Order Schedule. If you are making Long Sheet images and there is no such charge on the Order Schedule, CSA will invoice you for such charges at our standard rate and you agree to pay same. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media longer than 14". For devices containing more than 1 meter, you will be invoiced for the total number of images recorded on all meters at the interval (e.g. monthly, quarterly, etc.) and pricing indicated on the Order Schedule.

e. If the Order Schedule is for a Fixed Price Plan charges shall not increase during the initial term, and if for a Standard Price Plan charges are subject to an annual increase up to 10% (as determined by CSA in its sole discretion) either (i) on each anniversary of the start date or (ii) once in each calendar year if you have selected the Aggregate Coverage Plan. Notwithstanding the foregoing and for purposes of clarity, with respect to



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

f. Aggregate and Fleet Plans. If Aggregate plan is indicated in the Equipment Maintenance Information Section on an Order Schedule, the Maintenance Base Charge and the Covered Images listed on the first page of the Order Schedule apply to all of the Equipment on that Order Schedule, unless otherwise indicated. When Fleet Plan is indicated in the Equipment Maintenance Information Section on an Order Schedule, the Maintenance Base Charge and the Covered Images listed on the first page of the Order Schedule apply to all of the Equipment ordered on the current Schedule and other Order Schedules referencing Fleet plan for the Equipment.

g. If the Listed Items on an Order Schedule are added to an existing Fleet Coverage Plan under a previous Order Schedule or contract between you and CSA, (i) the fleet shall include the equipment listed under the previous Order Schedule or contract, and all other Order Schedules or contracts for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous Order Schedules or contracts.

h. If the Listed Items on an Order Schedule are added to an existing Aggregate Coverage Plan under a previous Order Schedule or contract between you and CSA, the Covered Images shall apply to all of the Equipment on the Order Schedule, unless otherwise indicated, plus the listed items under previous Order Schedule(s) or contract (s), and all other Order Schedules or contracts for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues.

i. If the Per Unit is indicated in the Equipment Maintenance Information Section on an Order Schedule, the Maintenance Base Charge and the Covered Images listed in each Section of the Order Schedule shall apply on a per unit basis for the Equipment listed in that Section.

j. If image dependent service is selected, there shall be no Per Image Charges; however, the then-current term shall terminate at the end of the number of months specified on the Order Schedule or on the date when the images made exceed the maximum covered images specified on the Order Schedule, whichever event occurs sooner.

k. Unless otherwise indicated in an Order Schedule, you authorize CSA to use networked features of the Equipment and remote reporting software ("Remote Reporting Agent") to obtain meter readings, receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. You also authorize CSA to accept on your behalf, and you agree to comply with, any licenses, terms of use and services, and privacy statements, which, unless otherwise agreed in writing by CSA, shall solely control as to the matters contained therein, including those pertaining to any personal data you may have shared in connection with the use of the Remote Reporting Agent. For example, CSA utilizes the Canon Universal Gateway 2 ("UGW2") as a Remote Reporting Agent through the UGW2 website, and the above authorization shall apply to the UGW2 Terms of Use and Terms of Service, and the UGW2 Privacy Statement.

**2. CUSTOMER SATISFACTION POLICY.** If you are not satisfied with the performance of your Equipment, upon your written request, CSA in its sole discretion will repair or replace the Equipment with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the Equipment to good working order in accordance with the terms of this Agreement. If a replacement unit of Equipment is provided, the replaced unit shall be removed from the Lease and the replacement unit shall be deemed a "Listed Item" under the Lease and for the Lease and all other purposes of this Agreement. This policy shall pertain to Canon Brand Equipment only and shall apply for 3 years from the date of installation or for



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

**3. HOURS OF OPERATION AND ACCESS TO EQUIPMENT.** Maintenance shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, excluding CSA holidays). Overtime charges, at CSA's current rates, will be charged for all Maintenance service calls outside normal business hours. You shall give CSA reasonable and safe access to the Equipment and CSA shall provide labor or routine, remedial and preventive Maintenance as well as remedial parts. CSA may terminate its Maintenance obligations for any Equipment you relocate to a site outside CSA's service territory.

**4. ITEMS NOT COVERED UNDER MAINTENANCE.** Any work beyond the scope of this Agreement shall be invoiced in accordance with CSA's then current labor, parts and supply charges. The following items are NOT covered under Maintenance unless otherwise set forth in an Order Schedule:

- (a) all consumable supply items not provided as part of toner inclusive service, including, without limitation, paper, staples, other media, print heads and puncher dies;
- (b) repairs resulting from factors other than normal use including, without limitation, any willful act, negligence, abuse, accident, disaster (e.g., effects of water, wind, lightning, etc.) or misuse of the Equipment;
- (c) repairs due to the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service problems;
- (d) repairs to fix problems resulting from service performed by personnel other than CSA personnel;
- (e) repairs due to use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions;
- (f) de-installation, re-installation or relocation of Equipment;
- (g) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment;
- (h) work which you request to be performed outside of CSA's regular business hours;
- (i) repair of network/system connection device, except when listed on an Order Schedule; or
- (j) repairs due to the use of paper/media not in compliance with manufacturer's published specifications.

**5. EXCESSIVE MAINTENANCE REQUIREMENTS.** If, in CSA's opinion, any Equipment cannot be maintained in good working order through Maintenance, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of Maintenance as to such Equipment and refund the unearned portion of any prepaid charges hereunder.

**6. PARTS.** You disclaim any interest in parts or Equipment replaced or removed by CSA. Such parts and Equipment shall be replaced on an exchange basis and shall become the property of CSA.

**7. CONSUMABLE INCLUSIVE (INCLUDING TONER ABUSE).** Consumable Supplies: All consumables are the property of CSA until used. Consumables Inclusive Maintenance includes replenishment of toner only (unless other consumables are specified on the Order Schedule and applicable to the unit of Equipment). Toner is supplied for exclusive use with the unit of Equipment for which it is provided. CSA may terminate the Maintenance under this Agreement if you use the consumables in a different manner. If

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

#### **8. BILLING / METER COLLECTION.**

a. You agree to provide timely meter readings to CSA and to comply with the billing procedures designated by CSA. If CSA does not receive timely meter readings from you, you agree to pay invoices that reflect CSA's estimates of meter readings. CSA reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle. In accordance CSA's normal procedures and the meter read option selected.

b. You agree that CSA shall be entitled to acquire meter readings using CSA's Remote Reporting Agent, however if it does not communicate with CSA for any reason, you agree to timely provide manual meter readings.

c. You may also use the myCSA website to provide meter readings, in which case you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CSA may change your meter read options from time to time upon 60 days' notice.

**9. FIRMWARE.** For Equipment covered under Maintenance or an applicable warranty, CSA shall make available to you from time to time upgrades and bug fixes for the Firmware when provided by the manufacturer or developer. Such upgrades and bug fixes shall be installed remotely as set forth in Section 1.k. however should the remote installation fail for any reason, or you require assistance from CSA, additional charges may apply.

**10. APPLICATION SOFTWARE AND SOFTWARE SUPPORT CONTRACTS.** If you have acquired any application Software and/or Software Support Contracts, these Listed Items shall be governed by the terms and conditions of Rider C.

**11. DEFAULT.** In addition to the remedies set forth in the General Terms, should you default in your obligations under this Rider A or cancel Maintenance prior to the end of its initial term, you shall pay an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges for such Maintenance. You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

## **RIDER B**

### **TRADE-IN, RETURN, UPGRADE AND BUYOUT TERMS**

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

For purposes of this Rider B:

“Return Equipment” means equipment that CSA is picking up and returning to a leasing company.

“Trade-In Equipment” means equipment owned by you, where you are conveying title to CSA upon CSA picking up the equipment.

“Upgrade Equipment” means equipment on an active lease between you and CFS, where CSA is facilitating an early termination of such lease as a part of a new transaction on a related Order Schedule.

each as designated on a Return Schedule.

**1. BUY OUT REIMBURSEMENT:** If “Buy-Out Reimbursement” is indicated on the applicable Return Schedule it will be paid directly to the designated party thereon (whether you or the finance or leasing company that owns the equipment listed on the Return Schedule (the “Lessor”)) by CSA upon installation and acceptance of the Listed Items set forth on the Order Schedule applicable thereto and payment to CSA (by you or by the Leasing Company) of the purchase price for said Listed Items. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for (a) early termination of the lease of the equipment (as identified on the applicable Return Schedule) or for other equipment being replaced by said Listed Items, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of said Listed Items. You are responsible to obtain and/or confirm the Buy-Out Reimbursement amount with your Lessor, and any such amount shall include a delivery period of a minimum of thirty (30) days from the date of the installation and testing of said Listed Items and payment to CSA (by you or by the Leasing Company) of the purchase price for said Listed Items. You acknowledge and agree that CSA's financial obligation is limited to the Buy-Out Reimbursement amount on the applicable Return Schedule, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement. The above is conditioned upon you making the Trade-In Equipment or Return Equipment available for pickup by CSA on the relevant date specified on the Return Schedule.

**2. RETURNING OF TRADE-IN EQUIPMENT, UPGRADE EQUIPMENT AND RETURN EQUIPMENT:** If Trade-In Equipment, Upgrade Equipment or Return Equipment is indicated on a Return Schedule, you hereby authorize CSA in its sole and reasonable discretion, to either i.) pick up the Trade-in Equipment, Upgrade Equipment, or Return Equipment listed on the Return Schedule; or ii.) with respect to such equipment weighing fifty (50) pounds or less, provide you with appropriate packing materials and pre-paid postage so that you can ship the equipment back to CSA or the Leasing Company. Upon said pick-up or your shipping of the Trade-In Equipment, Upgrade Equipment, or Return Equipment to CSA or the Leasing Company as applicable, title to Trade-in Equipment is conveyed to CSA, and you represent that CSA will receive good and marketable title to each unit of Trade-in Equipment, free and clear of any and all liens and leasehold interests. You further warrant that, (a) the Trade-In Equipment, Upgrade Equipment and Return Equipment will be provided to CSA (unless specified on the Return Schedule that it is provided on an “As Is” basis) in good working condition, reasonable wear and tear excepted, and (b) you shall make it available for pickup by CSA on the relevant date specified on the Return Schedule. If you breach or fail to comply with any of the foregoing CSA may, and without limiting its other remedies under applicable law:

- a.) return the Trade-In Equipment, Upgrade Equipment, or Return Equipment to you (at your expense both for the return and the original pickup);
- b.) rescind, or require you to refund to CSA, promptly upon receipt of CSA's invoice, the Buy-Out Reimbursement,
- c.) require you to refund to CSA the full amount of any trade-in or upgrade credit whether it's reflected in the Return Schedule or not, and/or
- d.) require you to pay the fair market value of such Trade-In Equipment, Upgrade Equipment, or Return Equipment, as determined by CSA.

Return Equipment and/or Upgrade Equipment, when indicated on a Return Schedule shall be shipped to the Lessor specified on the Return Schedule by CSA's standard shipping method, and CSA's sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment and/or Upgrade Equipment, and to arrange on your behalf and at CSA's expense, for the shipment of the Return Equipment and/or Upgrade Equipment to the Lessor, or provide you with appropriate packing materials and pre-paid postage so that you can ship the Return Equipment and/or Upgrade Equipment back to CSA or the Lessor, as indicated on the Return Schedule.

**3. DELAY OR DAMAGE TO EQUIPMENT IN TRANSIT.** You acknowledge that neither CSA nor its shipper inspects functionality prior to transportation of Trade-in Equipment, Upgrade Equipment, or Return Equipment and therefore makes no representation regarding functionality upon delivery. CSA shall only be responsible for obvious physical damage to the Trade-in Equipment, Upgrade Equipment, or Return Equipment while being relocated or returned to the Lessor to the extent such damage is caused by CSA or its shipper's negligence or willful misconduct while in their possession. You agree to pay CSA's removal charges if, on the date indicated on the Return Schedule, Trade-in Equipment, Upgrade Equipment, or Return Equipment is unavailable for pickup and removal through no fault of CSA. In the event undisclosed conditions (e.g. incorrect mileage, special rigging requirements, inaccessible location for pick up or delivery, etc.) are encountered, you agree that CSA may invoice you for additional reasonable fees as required to complete the relocation.

**4. DATA.** You acknowledge that the hard drive(s) on the Trade-in Equipment, Upgrade Equipment, or Return Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Trade-in Equipment or Return Equipment ("TIR Data"). You acknowledge that CSA is not storing TIR Data on behalf of you and that exposure or access to the TIR Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates or contractors have an obligation to return, erase or overwrite TIR Data upon pick up and return of the Trade-in Equipment, Upgrade Equipment, or Return Equipment to CSA or any Lessor. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting TIR Data. The terms of this section shall solely govern as to TIR Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to TIR Data.

## RIDER C

### SOFTWARE AND SOFTWARE SUBSCRIPTION LICENSING AND SUPPORT

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

#### 1. DEFINITIONS AND INCORPORATED DOCUMENTS.

(a) "Software" for purposes of this Rider C shall mean application software licensed to you and any revisions for updates related thereto, and shall exclude Firmware which is subject to Rider A, and software provided with Large Format equipment which is subject to Rider F.

(b) "Software Subscription" shall mean Software which is licensed to you on a subscription basis for a term and may include provision of basic support and updated versions, as set forth in the TOS, EULA or SMA.

(c) "EULA" shall mean an end user license agreement, "TOS" shall mean the terms of service, and "SMA" shall mean a software maintenance or support agreement, each as applicable to the Software or Software Subscription.

(d) The terms of the EULA, TOS and SMA can be found at <http://ess.csa.canon.com/SMA-EULA.html>, and any such terms shall solely govern as to matters contained therein except as otherwise specifically set forth in this Rider C, and you agree to comply with such terms. The period of time such EULA, SMA or TOS shall apply ("Term") is set forth in the applicable Order Schedule.

**2. LICENSING.** (a) Title to the Software and Software Subscription shall remain with the licensor or developer; and (b) Software shall be licensed to you subject to its EULA, and a Software Subscription shall be licensed to you subject to its EULA or TOS. With regard to any "shrink-wrap" or "click-wrap" or "click through" acceptance required for Software or a Software Subscription, you hereby authorize CSA to accept same on your behalf (e.g., by opening the package or clicking the "I ACCEPT" button), and you agree to comply with the terms of same.

**3. SOFTWARE AND SOFTWARE SUBSCRIPTION INSTALLATION AND CONFIGURATION SERVICES.** Installation and configuration services for Software and Software Subscriptions shall be provided pursuant to a statement of work or project work order between you and CSA or you and the Software developer or licensor.

**4. SOFTWARE SUBSCRIPTION.** You agree to accept and pay either the purchase price or the number of periodic payments for the Software Subscription indicated on the Order Schedule or in any addendum(s) hereto for the corresponding term. The purchase price for the Software Subscription may be incorporated into your Lease payment. You acknowledge that CSA may assign the periodic payments to a third party, or its assigns, and agree to pay such assignees.

**5. SOFTWARE SUPPORT AND SOFTWARE SUBSCRIPTION / BUG FIXES / UPDATES.** When indicated on an Order Schedule, support for Software and Software Subscriptions is provided directly by the respective developers or licensors thereof and is as set forth in each developer's or licensor's applicable SMA or TOS for the term set forth in the Order Schedule.

**6. RENEWAL OF SMAS AND SOFTWARE SUBSCRIPTIONS.** SMAs and Software Subscriptions shall automatically renew for additional one (1) year terms (each a "Renewal Term") unless you provide written notice to CSA cancelling the Software Support Contract or SMA within 90 days but no less than 30 days of the end of the Term or the Renewal Term. SUCH WRITTEN NOTICE MUST BE SENT TO CSA VIA COURIER OR CERTIFIED MAIL, TO: ONE CANON PARK, MELVILLE, NY 11747 ATTN: MARKETING OPERATIONS, SOFTWARE LICENSE DESK, OR SENT BY EMAIL TO

[SOFTWARE LICENSE DESK@CSA.CANON.COM](mailto:SOFTWARE_LICENSE_DESK@CSA.CANON.COM). CSA may increase pricing during each Renewal Term and may cancel Software Subscriptions and SMAs during any Renewal Term upon written notice to you, in which case you will be refunded any unearned charges for the balance of the Renewal Term. Otherwise, CSA does not provide refunds or credits for any partial terms, except as expressly stated on the applicable Order Schedule.

**6. DEFAULT.** In the event of your default under this Rider C or if you cancel a Software Subscription(s) or SMA(s) prior to the end of their respective Term or Renewal Term, CSA may, without limiting its other rights and remedies available under applicable law, require you to pay all amounts then due but unpaid, including any applicable late charges, plus an early termination fee equal to the balance of the purchase price or periodic payments. You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty. The purchase price for the Software or Software Subscription may be incorporated into your Lease payment. You acknowledge that CSA may assign periodic payments to a third party, or its assigns, and agree to pay such assignees.

**7. ADDITIONAL LIMITATION OF WARRANTY FOR SOFTWARE AND SOFTWARE SUBSCRIPTION.** CSA MAKES NO WARRANTIES OF DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKES ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SOFTWARE OR SOFTWARE SUBSCRIPTION. YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL LOOK SOLELY TO THE ENTITY LICENSING OR SUPPORTING THE SOFTWARE OR SOFTWARE SUBSCRIPTION AS TO ANY CLAIM OR CAUSE OF ACTION ARISING FROM THE SOFTWARE, SOFTWARE SUPPORT CONTRACT, OR THE SOFTWARE SUBSCRIPTION, AND THAT CSA, UNLESS IT IS SUCH ENTITY, SHALL HAVE NO OBLIGATION OR LIABILITY THEREFORE, AND YOU WAIVE YOUR RIGHTS TO BRING ANY SUCH CLAIM OR CAUSE OF ACTION AGAINST CSA. YOUR PAYMENTS AND OTHER OBLIGATIONS UNDER THIS AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE SOFTWARE SUPPORT CONTRACT OR SOFTWARE SUBSCRIPTION, OR FAILURE IN ANY WAY OF THE SOFTWARE OR SOFTWARE SUBSCRIPTION.



**RIDER D  
SUBSCRIPTION SUPPORT SERVICES**

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

**1. Services.** When indicated on an Order Schedule referencing this Rider D, CSA will provide to you Subscription Support Services ("Subscription Support Services") listed in Section 3 below consisting of a) remote support and b) on-site support for CANON and select third party software and hardware solutions. Subscription Support Services will be provided by CSA at the applicable Resource Level (as detailed in Section 3 below) based upon your resource selection or description of the scope of work to be performed. Subscription Support Services will be provided during CSA's local regular business hours (8:30 A.M - 5:00 P.M. Monday through Friday, excluding CSA holidays). Any work approved by CSA to be scheduled beyond these hours will be billed at a premium rate.

**2. Term.** The term of Subscription Support Services (the "Subscription Term") shall continue until the earlier of (a) the units of Subscription Support Services specified on an Order Schedule ("Units") are consumed or (b) for either the number of months indicated on an Order Schedule beginning on the Order Date, or the end of the term of the applicable CFS Lease.

**3. Effective Rates.** Subscription Support Service Units are available to you based upon the Resource Level utilized to perform the Subscription Support Services:

Resource Level	Units Per Hour	Min Hours per Engagement
National Consulting and Support ("NCS") Engineers	5	10
Production Analyst	4	8
Project Management Specialist	4	4
Software Development Specialist	4	4
Local Systems Analyst	3	1
Local Systems Engineer	3	1
Solutions Support Center Agent	3	1
Product Trainer	2	1*

\* Subject to Course minimum requirements if applicable

**4. Utilization Procedure.** Subscription Support Services will be provided during the Subscription Term when requested by you through the CSA service dispatch center. CSA will determine the appropriate Resource Level(s) to be assigned based on your resource selection or description of the requested Subscription Support Services. CSA reserves the right to reject any request by you if CSA determines that such request is for work beyond the scope of the Subscription Support Services covered by this Agreement or the Resource Levels acquired and available from an Order Schedule. Units unused upon the expiration of the Subscription Term on an Order Schedule are non-refundable. If Subscription Support Service requested by you, or completion of ongoing Subscription Support Services, will require Units in excess of the unused quantity available from the applicable Order Schedule, CSA shall notify you in advance of completing the work and you shall instruct CSA to end work or you shall agree to pay for those additional Units at CSA's then prevailing rates.

**5. Performance of Subscription Support Services.** Subscription Support Services may be performed by remote access, or by CSA, or its designee at your business locations if located within CSA's servicing area. If by remote access, you grant CSA permission to access your systems as required to perform the Subscription Support Services. If on-site at your premises, (a) such personnel shall comply with your reasonable security and other such policies of which CSA has been informed by you in writing; and (b) you will provide such personnel with appropriate workspace at no charge. In either event (a) you will provide assistance as may be reasonably required for the performance of the Subscription Support Services; and (b) you acknowledge that the performance by CSA of Subscription Support Services with respect to any non-CANON hardware or software may be dependent on assistance or cooperation from the third-party manufacturer or developer, including your requirement(s) to purchase any necessary software upgrades or licenses to operate the software.

**6. Payment.**

(a) Unless the "Bill with my Lease Payment" option is selected on the Subscription Support Services Order Schedule, the total purchase price specified on the Order Schedule is payable in full and in advance within no later than 30 days after the date of CSA's invoice therefore, and CSA shall have no obligation to provide any Subscription Services until such payment has been made.

(b) If the "Finance through my Lease" option is selected on the Subscription Support Services Order Schedule, the total purchase price specified on the Subscription Support Services Order Schedule shall be financed by the Leasing Company through the applicable Lease, as provided herein, over the initial term of the applicable lease.

**7. Non-Solicitation.** Throughout the Term and for one (1) year following the expiration or termination thereof, you agree that you will not, directly or through any third party, solicit, offer employment to, hire, interfere with or endeavor to entice away from CSA any individual who is an employee of CSA and who, at any time during the Term, was involved in providing Subscription Support Services to you hereunder. You further agree, with respect to any former employee of CSA who was involved in providing Subscription Support Services to you hereunder, that you will not, directly or through any third party, solicit, offer employment to or hire such former CSA employee at any time during the one (1) year period after he or she ceases to be an employee of CSA.

**8. ADDITIONAL LIMITATION OF WARRANTY AND LIMITATION OF LIABILITY.** CSA WARRANTS THAT IT WILL PERFORM SUBSCRIPTION SUPPORT SERVICES HEREUNDER IN A PROFESSIONAL AND COMPETENT MANNER CONSISTENT WITH THE RESOURCE LEVEL UTILIZED. OTHERWISE, CSA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SUBSCRIPTION SUPPORT SERVICES. IN NO EVENT SHALL CSA'S LIABILITY TO YOU HEREUNDER OR IN CONNECTION WITH THE SUBSCRIPTION SUPPORT SERVICES EXCEED THE AGGREGATE AMOUNT PAID BY YOU TO CSA PURSUANT TO THIS RIDER.

**RIDER E  
MANAGED PRINT SERVICES**

**THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER E ("Rider E") SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.**

**1. DEFINITIONS.** For purposes of this Rider E:

"MPS" shall mean the managed print services provided by CSA for Covered Printers pursuant to this Rider E, the General Terms applicable to this Rider E, the Customer Expectation Document and the Assessment and Licensing Agreement for MPS Services ("Assessment Agreement"), and all MPS Schedules and Fleet Exhibits issued hereunder.

"Printer" shall mean a desktop office machine designed to print text or pictures onto paper.

"Covered Printer" shall mean a Printer for which CSA agrees to provide MPS, which shall be listed on an applicable Fleet Exhibit and shall be deemed to be "Equipment" under the General Terms.

"MPS Schedule" shall mean the order form for MPS issued by CSA and executed by you.

"Fleet Exhibit" shall mean collectively Exhibit A (for Covered Printers receiving Premier Service), Exhibit A-MICR (for Covered Printers using MICR toner and receiving Premier Service), or Exhibit B (for Covered Printers receiving Standard Service).

"Fleet Adjustment Form" shall mean the form issued by CSA and executed by you to add or remove Covered Printers to or from the applicable Fleet Exhibit.

"Standard Service" shall mean MPS provided under the Standard Plan which solely includes provision of Toner Cartridges and monitoring services for those Covered Printers.

"Premier Services" shall mean MPS provided under the Premier Plan as described in Section 8 hereof.

"Maintenance Consumables" shall mean items provided by CSA to you to maintain a Covered Printer including maintenance kits, fuser kits, transfer belts, and drums, but excludes toner cartridges.

"Toner Cartridges" shall mean the toner provided by CSA specifically for a Covered Printer.

"Consumables" shall mean Maintenance Consumables and Toner Cartridges.

"DCA" shall mean the data collection agent as described in Section 5.d. hereof.

"Effective Date" shall mean the date the initial MPS Schedule is executed by you.

"Start Date" shall mean the date a Covered Printer is added to a Fleet Exhibit.

"Initial Term" shall mean the term of MPS set forth in the applicable MPS Schedule.

"Term" shall mean the Initial Term plus any extension or renewal thereof.

**2. COMMENCEMENT/RENEWAL.** You shall execute an MPS Schedule(s) issued by CSA which shall include an estimate of your Printer models and quantity of same, and the pricing based thereon. Upon your execution of an MPS Schedule, the Parties shall work in good faith to determine which Printers shall become Covered Printers in accordance with the terms of MPS. If the quantity and make up of models of Covered Printers changes during the Term from the original quantity and models listed on the MPS Schedule, CSA reserves the right to adjust the pricing accordingly. Covered Printers shall be listed on Exhibit A (for Covered Printers receiving Premier Service), Exhibit A-MICR (for Covered Printers using MICR toner and receiving Premier Service), or Exhibit B (for Covered Printers receiving Standard Service). Covered Printers shall be added and removed from the Fleet Exhibits pursuant to a Fleet Adjustment Form. A configuration page shall accompany all Covered Printers at the time they are added to the applicable Fleet Exhibit. Charges for a Covered Printer shall commence on the Start Date. MPS shall continue for the Initial Term. Upon mutual execution of an addendum to the applicable

MPS Schedule prior to expiration of the Initial Term, MPS shall be extended for an additional term as noted on the applicable addendum.

- 3. CHARGES.** Base charges shall be billed in advance and per image charges shall be billed in arrears on a quarterly basis. Invoices shall be due and payable within thirty days of the invoice date. Applicable taxes and non-standard shipping fees shall be added to the charges. CSA reserves the right to increase the prices listed on any MPS Schedule and the Fleet Exhibit(s) thereto at any time during the Term to reflect increased costs upon thirty (30) days written notice to you. Upon expiration of the Initial Term, charges shall be subject to an increase. If the Fleet Coverage Plan is selected on an MPS Schedule, the Base Charge, Covered Images and Per Image Charges noted on that MPS Schedule or corresponding Fleet Exhibit thereto shall apply to all of the Covered Printers on the MPS Schedule. If the Per Unit Coverage Plan is selected on an MPS Schedule, the Base Charge, Covered Images and the Per Image Charges for each Covered Printer thereon shall be reflected on the MPS Schedule or Fleet Exhibit thereto.

**4. ASSESSMENT.**

- a. Assessment Agreement. Subject to a separate Assessment Agreement ("Assessment Agreement") which shall be provided to you when you download the DCA, CSA either shall perform, or has performed, a network and system discovery analysis of your IT environment for which MPS are to be rendered. Pursuant to the Assessment Agreement, CSA has used the DCA to identify the components and conditions of your IT environment. CSA may perform an initial walkthrough of your location(s) covered under MPS, in which case you shall identify each networked and non-networked Printer to be covered under an MPS Schedule.
- b. Missing Printers. You are solely responsible for discovering and identifying the required information for all Printers to be covered under an MPS Schedule. Although the DCA may help discover Printers based on detection of activity, idle Printers and Printers with no network connection may not be detected during this discovery process. In the event you identify additional Printers which were excluded from the Fleet Exhibits, additional Printers can be added pursuant to the requirements of MPS using a Fleet Adjustment Form or submitting such request on-line within the myCSA website, along with a printed configuration page for each Printer added. The ending meter reading on the configuration page for each Covered Printer will be the start reading for MPS for such Covered Printer. If a previously unused Printer is added to a Fleet Exhibit, the start reading will zero. If you call for MPS or Consumables for Printers that are not Covered Printers, you will be informed such Printer is not covered since it does not appear in the CSA system.

**5. COVERED PRINTERS.** Covered Printers shall be added to the applicable Fleet Exhibit as follows:

- a. Fit for Service. Each Printer must meet the following Fit for Service ("Fit for Service") requirements to become a Covered Printer:

Prior to the start of a Printer being added to a Fleet Exhibit the following must be confirmed:

- i. Each Printer must have a minimum of 25% toner remaining in the cartridge.
- ii. Each Printer must have a minimum of 25% life remaining for other consumable maintenance items (fuser kit, maintenance kit, drums, transfer kit, etc.).
- iii. Any Printer displaying a service or supplies alert (error codes, low consumables, etc.) or demonstrating a technical or performance issue (regardless of alert status) must have the condition corrected.
- iv. Any Printer with an image quality issue must have the condition corrected.

Any Covered Printer inadvertently placed on a Fleet Exhibit that does not meet the Fit for Service requirements must have the issues promptly remediated or the Covered Printer shall be removed from the Fleet Exhibit and MPS will no longer be provided for that Printer. You may contact CSA Customer Service to purchase the required Consumables and/or request a service call to remediate technical issues, so the Printer can qualify as a Covered Printer and added to the appropriate Fleet Exhibit.

- b. Standard Plan and Premier Plans. CSA intends to provide MPS for your entire fleet of Printers, however certain models of Printers may not be eligible for Premier Services due to age, geographic location or other reasons determined by CSA. At CSA's discretion, Printers ineligible for Premier Services may be eligible for Standard Services and shall only receive toner cartridges and monitoring services. Each Covered Printer receiving Standard Services will be identified on Exhibit B. Premier Services are set forth in Section 8, which apply to the Covered Printers identified on Exhibit A or Exhibit A -MICR. The Parties may agree to add or remove Covered Printers from time to time during the Term through the use of the Fleet Adjustment Form.
- c. Configuration and Meter Reads. You shall provide CSA with a standard device configuration sheet showing the start meter reading for the Printer(s) when added to a Fleet Exhibit. Otherwise, CSA may compute a start reading for the Printer(s) utilizing the current meter reading and subtracting an estimated monthly volume per printer, as determined by CSA. CSA shall automatically collect periodic meter readings from the Covered Printers using the DCA. If CSA does not receive timely meter readings from the DCA or alternatively from you through other means of communication, CSA will estimate the usage on Covered Printers utilizing predetermined average monthly volume information, which are based on CSA standard usage rates by model.
- d. Installation of DCA Software. CSA will work with your IT staff to perform the initial installation of the DCA for networked Printers. CSA will provide all technical support, updates and maintenance for the DCA. The DCA is initially installed on your network for connectivity to networked Printers. A local DCA program must be installed on individual networked computers in order to communicate with non-networked Printers. In CSA's sole discretion, CSA may assist your IT staff to push the local client version of the DCA software for use with any non-networked Printers. It is your responsibility to keep the DCA installed during the Term, including any reinstallation that may be required as a result of a change in your infrastructure or environment, such as when upgrading, replacing or repairing related computers or networks.
- e. Asset Tagging. Each Covered Printer may be tagged with a CSA service tag by a CSA representative. The tag shall include information identifying a Covered Printer, such as the serial # of the printer, the phone # for service and supplies and other relevant information. The tag should not be removed from the Covered Printer during the Term. CSA may mail tags to you for placement on the Covered Printers for additions or remote locations.
- f. Changes. Additions or deletions to Covered Printers on a Fleet Exhibit are made by executing a Fleet Adjustment Form indicating the pertinent information on the specific Printers added or Covered Printers removed from the applicable Fleet Exhibit, or submitting such request on-line within the myCSA website. You must provide a printed configuration page from each added Printer or removed Covered Printer. Changes to the types and quantities of Covered Printers used to calculate pricing on the MPS Schedule may impact the Base Charge, Covered Images and Per Image Charges reflected on an MPS Schedule or the related Fleet Exhibits on a prospective basis.
- g. Unused Consumables. "Unused Consumables" are defined as the original items shipped to you, which:
  - i. were provided to the you by CSA
  - ii. are in the original box, which is unopened and undamaged
  - iii. the contents are sealed and undamaged
  - iv. are deemed resalable, in CSA's sole discretion
- h. Return of Unused Consumables and Restocking Fee. At the expiration or cancellation of the Term, or a significant reduction or change in the number and types of Covered Printers, you shall return all Unused Consumables as instructed by CSA at your expense to CSA within thirty (30) days. CSA may invoice you for any missing Unused Consumables at its standard retail price, and you agree to timely pay for same. A restocking fee of fifteen percent (15%) of CSA's standard retail

price shall be charged for all Unused Consumables returned to CSA, unless the returned Unused Consumable is deemed defective or a restocking fee is prohibited by law.

- i. Shipping Fees. All Consumables will be shipped via UPS Ground or similar service from other carriers (standard shipping method). Charges for each shipment shall be your responsibility and will be billed accordingly. "Shipment" is defined as each delivery (regardless of carrier) with a unique transaction ID. You may also request shipments to be delivered via non-standard shipping methods including, but not limited to: rush, messenger service, overnight, etc. Non-standard shipping will be billed at a premium rate and shall be your responsibility.
- j. Consumables Availability. CSA shall use commercially reasonable efforts to procure Consumables for the Covered Printers. Covered Printers are provided replenishment of Original Equipment Manufacturer ("OEM") or 3rd party manufactured Toner Cartridges, as indicated on the applicable MPS Schedule, for exclusive use with the Printers specified on the related Fleet Exhibit. In the event OEM Toner Cartridges are no longer readily available (for any reason including discontinued by the manufacturer, restricted distribution, exhausted inventory, etc.) CSA shall, at its option, either (i) substitute OEM cartridges with compatible (3<sup>rd</sup> party) toner cartridges; (ii) substitute comparable printer(s) at your expense; or (iii) cancel the balance of any remaining term of the MPS contract for the affected Covered Printer(s) and refund the unearned portion of any prepaid charges associated with the affected Covered Printers. Maintenance Consumables may be OEM or manufactured by third parties, and if no longer available for any reason as set forth above, CSA shall have the option of (ii) or (iii) herein at its sole option. You shall bear all risk of loss for Consumables.

**6. YOUR RESPONSIBILITIES.** As a condition precedent to CSA's duties, You agree to comply with the terms of MPS herein, including but not limited to:

- a. The Printers shall meet the "Fit for Service" requirements outlined in Section 5.a. above and shall be in good working condition on the Start Date (as determined solely by CSA in its reasonable discretion.)
- b. You shall provide CSA with an accurate location and printed configuration page for each Covered Printer placed on a Fleet Exhibit. You shall notify CSA if you relocate any Printers from the address indicated on the Fleet Exhibits.
- c. You shall use only CSA approved parts and supplies for the Covered Printers.
- d. You shall have proper electrical and network connections and install and use CSA approved surge protector(s).
- e. You shall provide a key operator responsible for designated duties in the operator's manual and ensure that the proper Consumables are being installed and/or used correctly with the Covered Printers ("Key Operator").
- f. You are solely responsible for security of your electronic and other data.
- g. You must install and keep the DCA installed on your network for networked Covered Printers and locally for non-networked Covered Printers throughout the Term. If the DCA does not communicate with CSA for any reason, you agree to timely provide manual meter readings.
- h. You agree that CSA may use estimated meter readings if it does not receive timely meter reading(s) for any Covered Printer(s) for invoicing purposes, which you agree to pay.
- i. You shall utilize the Fleet Adjustment Form for adding Printers to, or deleting Covered Printers from the Fleet Exhibits.
- j. You acknowledge that CSA will only provide MPS for Covered Printers, and you will only use Consumables in and for the Covered Printer for which they were ordered.
- k. You acknowledge that CSA's ability to deliver the services is dependent upon your full and timely cooperation with CSA, as well as the accuracy and completeness of the information provided by you to CSA.



- i. If you relocates any Covered Printers, you must promptly notify CSA to ensure location information is accurate. You are responsible for de-installing and reinstalling all relocated Covered Printers including installation of the DCA in order to keep the Covered Printers communicating with CSA. Covered Printers relocated outside of CSA's servicing territory may not be eligible to continue to be a Covered Printer.
- j. The Customer Expectations Document and Assessment Agreement found at <https://ess.csa.canon.com/customerdocuments>.

## **7. TONER CARTRIDGES AND RECONCILIATION**

- a. MPS pricing and included Toner Cartridges is based upon 5% toner coverage for black & white and 20% for color letter size pages. You agree that CSA may invoice you for excess usage in the event your actual toner usage exceeds these assumptions by more than 10%. Excess toner charges shall be computed using the Expected Print Volume ("EPV") minus the actual print volume reported. The  $EPV = \text{actual number of cartridges shipped} \times \text{the toner yield per cartridge} \times 90\%$ .
- b. You shall bear all risk of loss, theft or damage to Toner Cartridges, which shall remain CSA's property and any Unused Toner Cartridges shall be returned promptly as set forth in Section 5.h. above.
- c. If, during the first three (3) months of the initial term of any MPS Schedule, the assumptions used to develop the pricing and any related statement of work are found to be incorrect or misstated, the Parties agree to meet and in good faith negotiate equitable changes in the scope of work and associated charges.

## **8. PREMIER SERVICES. YOU SHALL RECEIVE THE SERVICES DESCRIBED IN THIS PARAGRAPH 8 ONLY FOR THE COVERED PRINTERS LISTED ON EXHIBIT A OR EXHIBIT A MICR. SUCH SERVICES ARE SUBJECT TO THE EXCLUSIONS HERINAFTER DESCRIBED.**

### **8.1 COVERED SERVICES.**

- a. CSA shall provide all routine preventive maintenance, maintenance kits and emergency service necessary to keep the Covered Printers in good working order in accordance with MPS and CSA's normal practice. Such service shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, except holidays).
- b. You shall afford CSA full, free and safe access to the Covered Printers to perform on-site service. CSA may terminate its maintenance obligations as to any Covered Printers if you relocate it to a site outside CSA's authorized service territory. If, in CSA's opinion, any Covered Printers cannot be maintained in good working order through CSA's routine maintenance services, CSA shall, at its option, either (i) substitute comparable Printers at your expense or (ii) cancel the balance of any remaining term of the applicable MPS Schedule as to such Covered Printers and refund the unearned portion of any prepaid charges hereunder. Parts replaced or removed by CSA in connection with MPS shall become the property of CSA and you disclaim any interest therein.

**8.2 NON-COVERED SERVICE.** You acknowledge that CSA shall not have obligations for the Covered Printers related to: i) overhauls and/or reconditioning; ii) user errors; (iii) the alteration, modification or customization of any software controlling, used by, installed on or embedded in the Covered Printers; (iv) the service or repair of devices, accessories, power, data or communication lines or other instruments which are external to or otherwise not a component part of the Covered Printers; (v) data erasure or hard drive removal or (vi) supplying external communications or data transfer lines, paper or other throughput, staples, cassettes, exit trays or other like items or supplies (other than CSA providing Consumables) used or consumed in the normal operations of the Covered Printers ("Excluded Items"). The following services, and any other work beyond the scope of MPS, shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any Maintenance Consumables, (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Covered Printers;

the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service problems; service performed by personnel other than CSA personnel; transportation of the Covered Printers; accident; use of the Covered Printers with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) re-installation or relocation of Covered Printers; (d) repairs to or realignment of Covered Printers, and related training, necessitated by changes you made to your system configuration or network environment; (e) repairs or service required as a result of inadequate operation of the Covered Printers (e.g., CSA technician is dispatched to rectify a problem described in the operator manual); (f) work which you request to be performed outside of CSA's regular business hours.

**9. ADDITIONAL EXCLUSION OF WARRANTIES.** CSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE COVERED PRINTERS AND SOFTWARE (INCLUDING THE DCA OR ANY METER READ COLLECTION METHOD PROVIDED BY CSA). YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MPS DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE COVERED PRINTERS, SOFTWARE, INCLUDING THE DCA OR OTHER METER COLLECTION METHODS.

**10. TERMINATION.** Should you terminate any MPS Schedule in whole or in part prior to the expiration of the Term other than for a material, uncured breach by CSA, and any terminated Covered Printer is not replaced with a device provided by CSA, you shall immediately pay to CSA all charges then due but unpaid, including any applicable late charges, plus an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges as set forth in Section 7 hereof. You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty. Early termination charges are due in full immediately with the written termination notice, and are intended as a reasonable estimate of the anticipated damages to CSA arising from set-up, personnel training, parts, labor, and similar costs. Your termination will not be effective until the early termination fee and any excess toner charges are paid in full. Any rights or remedies of either Party existing prior to or as of the date of termination, such as for compensation, shall survive any termination or expiration of any MPS Schedule. You shall promptly return any Covered Printers, software or Consumables owned, controlled or licensed by CSA.

**11. MISCELLANEOUS.** MPS shall be binding upon you when you execute the initial MPS Schedule, and shall be binding upon CSA upon commencement of MPS. MPS contains the complete agreement between the Parties with regard to MPS and shall, as of the Effective Date thereof, supersede all other agreements, if any, between the Parties relating to the MPS. The Parties stipulate that neither of them has made any representation with respect to the subject matter of MPS or the execution and delivery hereof except such representation as are specifically set forth herein. MPS shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective Parties. Headings are for convenience only and shall not be considered in the interpretation of MPS.

## RIDER F

### LARGE FORMAT TERMS

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

“Consumables” for purposes of this Rider F shall mean toner, developer, and/or inks.

“Equipment” for purposes of this Rider F shall mean, and only apply to Large Format models as identified in the definition of Large Format below.

“Software” for purposes of this Rider F shall mean, and only apply to software provided for use with or by Large Format models as identified in the definition of Large Format below.

“Large Format” for the purposes of this Rider F shall mean PlotWave, ColorWave, imagePROGRAF, Arizona, and Colorado Series hardware, software and accessories.

#### 1.0 LARGE FORMAT MAINTENANCE / TERM / CHARGES.

- a) Maintenance, identified as “Standard Svc Contract” in the “Service Type” section of an Order Schedule when applicable, shall commence upon installation of the Equipment or, if Maintenance is not requested at the time of initial installation, upon certification by CSA, or, at the conclusion of the warranty period, if any, as noted on an Order Schedule. Maintenance will be provided as is specifically set forth in the applicable Order Schedule.
- b) The Order Schedule shall identify the initial Maintenance term when elected and customer may not terminate Maintenance during the initial term. 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. If the Order Schedule indicates that Maintenance is provided with a Fixed Price Plan, charges for Maintenance shall not increase during the initial term; and if an Order Schedule indicates that Maintenance is provided with a Standard Price Plan, charges for Maintenance, or any component thereof, including supplies and other materials, are subject to an annual increase of up to ten percent (10%) per year as determined by CSA in its sole discretion. Upon renewal and upon 90 days written notice, charges are subject to an annual increase on each anniversary of the start date.
- c) (i) For the period from the Effective Date to the date that monthly (or quarterly) billing commences for the initial Base Charge Per Unit as set forth on the applicable Order Schedule (“Interim Period”), Customer shall pay CSA an amount equal to the Base Charge Per Unit divided by thirty (30), or if Maintenance Payment frequency is quarterly divided by ninety (90) and multiplied by the number of days in the Interim Period plus Excess Usage Charges (“Excess Usage Charges”). CSA shall invoice the Base Charge Per Unit in advance and shall invoice the Excess Usage Charges and other usage fees (collectively “Maintenance Service Charges”) periodically as indicated in the Order Schedule. If applicable, Customer shall provide meter readings by the last calendar day of each month showing the monthly usage by a CSA approved method. Should such meter readings not be provided in a timely fashion, Excess Usage Charges may be estimated by CSA. Upon receipt of the actual meter reading, CSA shall adjust Customer’s account as applicable. IN THE EVENT CSA DETERMINES AT ITS SOLE DISCRETION THAT CUSTOMER HAS ORDERED CONSUMABLES BEYOND A REASONABLE REQUIREMENT BASED ON INDUSTRY ACCEPTED CLICK VOLUME MEASUREMENTS, CSA MAY, IN ITS SOLE DISCRETION, UPON

REASONABLE DEMONSTRATION OF SUCH EXCESS USE BY CUSTOMER, BILL CUSTOMER THE LIST PRICE OF THE EXCESS CONSUMABLES. 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 in the Order Schedule. Upon written request, CSA can provide Customer a copy of a security white paper describing the Remote Software in more detail.

(ii) Unless otherwise set forth in an Order Schedule, Maintenance charges shall start billing and Customer shall start payment upon the completion of installation. Maintenance charges as listed on the applicable Order Schedule are billed at the frequency noted on the Order Schedule. with Base Charge Per Unit (s) billed in advance and Excess Usage Charges billed in arrears. 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 applicable Base Charge Per Unit divided by thirty (30) days and multiplied by the number of days in this Interim Period. Excess Usage Charges shall also be invoiced according to the meter reading for this Interim Period. If there are other invoicing requirements, this may result in a longer initial term. After the Interim Period, CSA shall invoice you at the frequency noted on the Order Schedule or, if specified, on a rolling 30-day basis for the number of months indicated on the Order Schedule. For purposes of clarity and by way of example only, if Equipment is installed on December 15th, billing for full calendar months with Interim Period shall be as follows: 12/15 -12/31, 1/1-1/31, 2/1-2/28, 3/1-3/31 and so on. Using the same installation date, rolling 30 day invoicing shall be as follows: 12/15-1/14, 1/15-2/14, 2/15 – 3/14, and so on.

## **1.1 COVERED SERVICE.**

- a) CSA shall provide Customer: (i) CSA's standard preventive Maintenance services ("PM's") in accordance with CSA's standard policies, which includes labor, testing, adjusting, cleaning and replacement of components scheduled in accordance with the Equipment service specifications (the length and frequency of periods of time required for preventive Maintenance will solely be determined by CSA); and (ii) firmware updates, including safety related updates to Software embedded in the Equipment as its operating system and engineering changes, as deemed necessary by CSA; all to be provided during CSA's standard business hours of Monday through Friday 8:30AM to 5:00PM, unless otherwise set forth in the Order Schedule. PMs without supplies shall be identified as "Service Only" in the Contract Type section when applicable. 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. PM's performed on weekends, holidays or between 5PM and 8:00 AM (at Customer's request) will be billed at CSA's holiday rates in effect at the time of such service.
- b) Customer shall: (i) if required by CSA, allow CSA to store reasonable quantities of Maintenance equipment and/or parts on Customer's premises; (ii) provide a suitable environment for the Equipment in accordance with manufacturer's requirements; (iii) 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. CSA shall retain title to such Maintenance equipment and/or parts. Customer shall NOT interfere with the proper operation of the meter. The Equipment may not perform or produce output at expected quality levels if the environmental requirements are not maintained at all times, and,

pursuant to Section 1.2, CSA is not responsible for repairs required due to Customer's failure to maintain such environment.

- c) If Customer refuses to permit installation of a safety change or removes one already installed, CSA may discontinue Maintenance 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.

## **1.2 NON-COVERED SERVICE.**

- a) Customer acknowledges that CSA shall not have any obligation related to:
  - (i) provision and installation of optional retrofits;
  - (ii) enhancement of any feature of the Equipment;
  - (iii) services connected with Equipment relocation;
  - (iv) installation/removal of accessories, attachments, or other devices;
  - (v) exterior painting or refinishing of Equipment;
  - (vi) maintenance, installation, or removal of Equipment 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, inks and/or paper;
  - (viii) performance of services necessitated by accident, disaster including effects of water, wind, lightning, terrorism, or negligence;
  - (ix) performance of services necessitated by the introduction of a computer virus or other bug into the Equipment or Software;
  - (x) the use of paper or forms not in compliance with CSA's or the manufacturers specifications;
  - (xi) performance of service necessitated by any modification, alteration or any other change whatsoever of Customer's computer system into which the Equipment is integrated or otherwise connected;
  - (xii) services connected to 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;
  - (xiii) repairs and services required due to Customer's failure to continuously provide a suitable ambient environment in accordance with CSA's requirements;
  - (xiv) 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;
  - (xv) use of inappropriate (or failure to appropriately use) Consumables or parts; or the use of expired Consumables;
  - (xvi) Maintenance or repair services performed by Customer or a third party without written authorization from CSA;
  - (xvii) pre or post processing Equipment disconnected from the printing system to which it was originally installed unless previously authorized in writing by CSA, or;
  - (xviii) data security, hard drive removal.
- b) If, in CSA's sole opinion, Equipment has been rendered unrepairable, then CSA may refuse to render Maintenance under the Agreement and may terminate the Agreement as to such units of Equipment. If repairs or replacements as set forth above are needed due to reasons listed above, CSA's prices to provide any repair or replacement shall be invoiced in accordance with CSA's then current labor, parts, and supply charges. All repairs will be governed by the terms of the Agreement; however, CSA reserves the right to decline to perform such services.



- c) CSA may withdraw any item of Equipment or Software from Maintenance coverage (i) if such Equipment or Software has been removed from CSA's servicing area or (ii) if CSA declares end of life for such Equipment or Software, and then only with at least ninety (90) days prior written notice. Customer may terminate Maintenance in any renewal term upon ninety (90) days prior written notice. Customer shall pay monthly service charges up to the date of termination.

### **1.3 ORDERING OF SUPPLIES AND OTHER MATERIALS.**

Customer orders for Consumables, staples, field replaceable units, expendables or any other supplies or 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 (MRA) 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. If Customer requests an emergency shipment of supplies, CSA will ship the supplies at its earliest feasible opportunity. 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 (i) receipt of the item or (ii) the invoice date (whichever is applicable).

CSA recommends that Customer place a Consumable replenishment order for one (1) month of production quantity when on-site stock of such Consumable falls below four (4) weeks of inventory. Consumables are not returnable. Inks and toners have shelf lives that vary by product. Expiration dates, if any, are printed on the container. CSA's fulfillment of Consumable orders will be based on maximum Customer inventory levels. CSA may delay shipment of Consumables ordered by Customer in cases where the on-site Consumables inventory exceeds the maximum level of eight (8) weeks of production quantity. To effectively manage Consumables' shelf lives and avoid obsolescence, Customer shall manage Consumables by applicable expiration dates, using oldest Consumables first.

### **1.4 SOFTWARE SUPPORT; MODIFICATIONS.**

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.

### **1.5 SOFTWARE REVISIONS.**

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"). New functionality may be available with Dot Releases and will be offered to Customers at an additional cost. Installation of Dot Releases may, at CSA's sole discretion, be chargeable at CSA's then current 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.

### **1.6 NEW SOFTWARE RELEASES.**

CSA will make "new" Software releases available to Customers covered under an active CSA software Maintenance contract at an additional cost. 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 current 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. 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 for such Software, and then only with at least ninety (90) days prior written notice.

**1.7 ITEMS NOT COVERED UNDER SOFTWARE SUPPORT.** Support does not include:

- a. administration of servers or database products;
- b. support of Software installed on equipment using "beta" or operating systems not supported by CSA;
- c. resolution of network errors not directly related to Software;
- d. installation, setup or support of third-party products not supported by CSA or software not acquired from CSA; or
- e. updates, upgrades and new releases or versions of third-party products sold with or used in conjunction with CSA Software.

**1.8 CUSTOMER SOFTWARE RESPONSIBILITIES.**

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.

**1.9 SOFTWARE HELP DESK SUPPORT** (not applicable to CSA products under 7x24 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 ET, excluding CSA 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.

**1.10 SOFTWARE LICENSE**

- 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 Order Schedule or, if no time period is set forth in the Order Schedule, until the 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 Order Schedule 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 make one copy of the Software in machine readable form for backup and archival purposes as may be 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 the 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 the Agreement.

**2.0 EDUCATIONAL SERVICES SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES EDUCATIONAL SERVICES, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.**

- 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 holidays - 8:30 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) Standard CSA rates apply. CSA 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/Rescheduling. (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, and 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.

**3.0 EASYPAC II PROGRAM SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES EASYPAC II, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.**

a) DEFINITIONS.

- "Excess Charges" means charges in excess of the SmartClick Allowance.
- "Program" means the EasyPac II TDS Black Toner/ PlotWave Black Toner/ ColorWave Toner Pearls Carton Program, identified as "EasyPacII" in the "Contract Type" section on an Order Schedule when applicable.
- "Scheduled Supplies" means: in connection with PlotWave® Equipment, the fixed amount of black toner to which Customer is entitled as set forth in the Agreement(s) and/or an Order Schedule
- "Supplies" means: (i) for PlotWave Equipment, Black Toner; (ii) for ColorWave Equipment, TonerPearls® cartons.
- "Supplies Entitlement" means: in connection with the ColorWave Equipment, the amount of TonerPearls cartons to which Customer is entitled as set forth in the Agreement(s) and/or an Order Schedule

- “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.
- b) **SUPPLIES PROGRAM.** So long as Customer is not in default, the Program entitles Customer to the fixed amount of genuine Supplies set forth in the applicable Order Schedule, on a scheduled or entitlement basis. When applicable, the Supplies Entitlement included shall be identified in the “Ink or Toner Entitlement” Section of an Order Schedule. Scheduled Supplies for PlotWave models will be shipped directly to the Ship to address set forth in the Order Schedule during the term of such Order Schedule. Supplies for the ColorWave models will be shipped pursuant to Customer’s order and subject to the Supplies Entitlement during the term of the applicable Order Schedule. Supplies may be used solely with the Equipment set forth on the Order Schedule(s). Any additional Supplies that are required beyond the Scheduled Supplies or Supplies Entitlement can be ordered directly from CSA at an additional cost to Customer.
- c) **SUPPLIES SHIPMENT.** For PlotWave Equipment and provided Customer is not in default: Supplies shipments will be automatically shipped and will continue for the full term of the applicable Order Schedule, without Customer’s request or without requiring any documentation or order confirmation from Customer. For PlotWave Equipment, one unit of Supplies is equal to one carton of Black Toner. Changes to this shipment schedule are valid only upon execution of a new amendment to the applicable Order Schedule. CSA will ship only on the periodic shipment schedule dates. CSA will not accelerate or expedite shipments unless otherwise approved by CSA. For ColorWave Equipment and provided Customer is not in default: Supplies will only be shipped once an order has been placed by Customer. For ColorWave Equipment, one unit of Supplies is equal to one TonerPearls cartons.
- d) **PRICING.** For PlotWave Equipment: CSA will ship the Scheduled Supplies for the term of the applicable Order Schedule. Additional amounts of Supplies may be required by Customer for excess print volumes or applications based on Customer’s actual usage. Customer is responsible for ordering and paying for Supplies in excess of the Scheduled Supplies. Should Customer require additional Supplies beyond the Scheduled Supplies, 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 Scheduled Supplies 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.
- e) **For Colorwave Equipment – SmartClick Plan:** This is a fixed supplies quantity contract. Customer is responsible for ordering Supplies as needed during the term of the applicable Order Schedule. 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 SmartClick Charge. 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 program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included. The Minimum Periodic Payment and Excess SmartClick Charges may both include a charge for toner.
- f) **TERM.** The term of the Program shall be conterminous with that of the applicable Order Schedule.

- g) 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 Program solely for its own internal use and not for resale. CSA may refuse shipment in the event that it reasonably believes Supplies are not being used for Customer's internal use. Returns of Supplies are only permitted for Supplies defects. A CSA Return Materials Authorization (RMA) is required prior to any return.

**4.0 OPTIMIZE.IT PROGRAM SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES OPTIMIZE.IT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.**

a) DEFINITIONS.

"Optimize.IT Program" means the Optimize.IT PlotWave Black Toner/ ColorWave Toner Pearls Carton Program.

"Scheduled Supplies" means: in connection with PlotWave® Equipment, the fixed amount of CSA Black Toner to which Customer is entitled as set forth in the Agreement(s) and/or an applicable Order Schedule.

"Supplies" means: (i) for PlotWave® Equipment, Black Toner and developer; (ii) for ColorWave Equipment, TonerPearls® cartons.

"Supplies Entitlement" means: in connection with ColorWave Equipment, the amount of TonerPearls Cartons to which Customer is entitled as set forth in the applicable Order Schedule.

"Allowance" means: in connection with the PlotWave® / ColorWave Equipment, the square footage included in each Excess Per Image Charge billing period on the applicable Order Schedule.

- b) OPTIMIZE.IT PROGRAM. So long as Customer is not in default, this Supplies program entitles Customer to the fixed amount of genuine Canon Supplies as set forth in an applicable Order Schedule, on a scheduled or entitlement basis, during the term of the Agreement. When applicable, the Supplies Entitlement included shall be identified in the "Ink or Toner Entitlement" Section of an Order Schedule. Scheduled Supplies for PlotWave Equipment will be shipped to the ship to address set forth in the Agreement on a scheduled basis during the term of the Agreement. Supplies for 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 OPTIMIZE.IT Program amendment.

c) SUPPLIES SHIPMENT.

- (i) For 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 PlotWave Equipment, one unit of supplies is equal to one carton of 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 Usage 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 ColorWave Equipment – SmartClick Plan: Customer is responsible for ordering Supplies as needed during the term of the Agreement. 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 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.
- d) EXCESS CHARGES. CSA shall periodically invoice Excess Usage 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.
- e) TERM. The term of the Optimize.IT Program shall be coterminous with the term of the applicable Lease.
- f) 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 or TonerPearls cartons 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 or TonerPearls cartons due to Customer error. Customer must obtain a return Authorization number from Imaging Supplies Customer Service before returning any Supplies. Supplies shipped under the Agreement are for Customer's use only on 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.

**5.0 ARIZONA MODELS SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES ARIZONA SERIES EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.**



- a) If Customer has purchased Maintenance and such Maintenance is marked on the Order Schedule, Customer may terminate Maintenance upon ninety (90) days prior written notice to CSA. If Customer provides such notice of its intent to terminate, Customer shall be responsible for Maintenance charges, if any, for the period defined on the Order Schedule until the effective date of termination.
- b) The following consumable items for the Arizona Series are excluded from Maintenance and the warranty:
  - (i) Printheads (unless otherwise set forth on the Order Schedule)
  - (ii) Table Vacuum Overlays
  - (iii) UV Lamps & Lamp Filters (except for the Arizona 1300 Series which includes UV Lamps)
  - (iv) Ink Filters

**6.0 ARIZONA PREMIA CLASS RECONDITIONED EQUIPMENT SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES ARIZONA PREMIA CLASS RECONDITIONED EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.**

- a) Products shipped hereunder, unless otherwise specifically set forth in the Order Schedule may, in CSA's sole discretion, be New/Newly Manufactured, Factory Produced New Model, Like New, Remanufactured, Refurbished, Used or Reconditioned. "Reconditioned" means Equipment previously used by a CSA customer which has been tested to ensure full functionality, print quality and reliability to specifications by CSA service technicians. This process involves the installation of new parts and may also include the installation of used parts at CSA's discretion. Reconditioned Equipment may have minor cosmetic blemishes or other imperfections.
- b) With respect to Reconditioned Equipment, the warranty period for printheads shall be for a period of six (6) months from the date of equipment installation. The warranty set forth herein applies only to New/Newly Manufactured, Factory Produced New Models, Remanufactured, Refurbished Equipment or Reconditioned and is conditioned upon Customer giving prompt notice to CSA of any discovered defects; with respect to Reconditioned Equipment, determination of defective printhead is at the sole discretion of CSA Service Technician.

**7.0 COLORADO MODELS SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES COLORADO SERIES EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.**

- a) The following consumable items for the Colorado are excluded from the warranty and/or maintenance set forth in the Agreement:
  - (i) Colorado 16xx Knife
  - (ii) Take Up Spindle
  - (iii) Unwind Spindle
- b) **PRINthead INCLUDED CONTRACTS.** If the Customer chooses the Printhead Included contract, the replacing of the printheads will be consistent with the current procedures for the replacement of the other parts within the Colorado. A call must be placed by the Customer to CSA's Customer Service Center and the technician will reach out to the Customer to discuss the issues and determine if there is a critical failure with the suspected head(s). If CSA determined that there is a hard code failure and the machine can no longer calibrate at 430 square feet per hour on CSA's calibration material due to misdirected or blocked nozzles, the technician will order the print head in advance and will schedule it to arrive the following business day. If the technician has the part in stock, they will schedule a visit based on priority of calls. If CSA determines during

the troubleshooting of the printer that the root cause of the printhead failure is a result of Customer actions, it will be the Customer's responsibility to purchase a printhead. Once the printhead is on site, the Customer can place a service call and the Service Technician will respond and install the replacement printhead. Some but not all examples of customer related failures are head strikes (which include damage caused by media), running expired inks, improper printhead maintenance, and incorrectly calibrating media. For the avoidance of doubt, CSA provides no protection or other coverage of a printhead after its warranty period unless Customer chooses the Printhead Included contract.

**8.0 COLORADO EZ PRINT PROGRAM SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES THE COLORADO EZ PRINT PROGRAM, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.**

- a) Technology Upgrade. For any lease program that is 48 months or longer, Customer will have the option to upgrade to an updated version of Equipment, on any regularly-scheduled Lease Payment date commencing with twelve (12) or less months remaining in the lease contract, subject to sixty (60) days prior written notice to CSA. Customer shall return any and all Equipment to CSA as required to facilitate the Technology Upgrade and will do so in accordance with the terms and conditions of the Agreement.
- b) Service and Supplies. Equipment Service, ink, and print heads are included in the program at no additional charge. Unused Printheads and Inks are the property of CSA and will be returned at the end of the Agreement. Supplies do not include Air Filters, Integrated Knife Assembly, Maintenance Trays, Feed Media Shaft and Take-Up Media Shaft.
- c) Supplies shall be ordered by Customer when needed, and CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon the Equipment's consumption as indicated through the ORS Software and subject to CSA's approval, which shall not be unreasonably withheld. Supplies can only be used for the Equipment listed on the Order Schedule, and CSA may refuse shipment in the event that CSA reasonably believes Supplies are not being used solely in the Colorado Equipment set forth on the Order Schedule. This Supplies program does not include media (paper/film/vellum). Reconciliation for overuse of Consumables/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.
- d) 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), one hundred percent (100%) of the unutilized Allowance will be carried forward to the next periodic Allowance.
- e) Replacement of Print Heads during the term of this program shall solely be determined by CSA and, or a CSA authorized service technician.
- f) ORS Software Requirement. The Equipment contains ORS software that allows CSA to access the Equipment remotely ("Remote Software"). Customer authorizes CSA to use the Remote Software to (i) 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 (ii) store and analyze such data solely for CSA's own purposes related to servicing the Equipment and for product improvement.

**9.0 COLORWAVE TONER BUNDLE PROGRAM SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES THE COLORWAVE TONER BUNDLE PROGRAM, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.**

- a) Definitions
  - "ColorWave Program" means the ColorWave® Equipment Toner Pearls Cartridge Supplies Program, which shall be identified as "Toner Bundle" in the Contract Type section of an Order Schedule when applicable.

- “Supplies” means TonerPearls® cartridges.
  - “Supplies Entitlement” means the number of units of TonerPearls cartridges to which Customer is entitled as set forth in the Order Schedule.
- b) ColorWave Program. So long as Customer is not in default, the ColorWave Program entitles Customer to the fixed amount of genuine Supplies set forth in the Order Schedule on an entitlement basis. When applicable, the Supplies Entitlement included shall be identified in the “Ink or Toner Entitlement” Section of an Order Schedule. Supplies may be used solely with the ColorWave Equipment set forth on the Order Schedule. 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 at additional cost to Customer.
- c) 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.
- d) Term. The ColorWave 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 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 the Agreement will no longer be available for any subsequent renewal terms. Customer may terminate this Program in any renewal term upon ninety (90) days prior written notice. For prepaid agreements, CSA will refund or credit the *pro rata* price of the remaining term.
- e) 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 via Order Schedule and/or amendment solely for its own internal use 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 ColorWave Equipment set forth on the Order Schedule.
- f) Returns. Returns of Supplies are only permitted for Supplies defects. A CSA Return Materials Authorization (“RMA”) is required prior to any return.

**10.0 PROCUT EQUIPMENT SUPPLEMENTAL TERMS. IF CUSTOMER’S ORDER SCHEDULE REFERENCES PROCUT EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.**

a. Definitions:

- “Base Machine” means each model of the following: ProCut Table, Conveyor System, Roll-off Unit, Vacuum Generator, Automatic Router Bit Changer (ARC), ICC Camera, Integrated Tool Initialization Tool (ITI) and PC stand.
- “Consumable Parts” means cutting blades, knives, router bits, cutting underlays, scoring wheels and conveyor belts.

- "ProCut Equipment" means the following: Base Machine, the modules and tool inserts set forth herein and Consumable Parts.
  - "Preventative Maintenance" means testing, adjusting, cleaning and replacement of components scheduled in accordance with the ProCut Equipment service specifications.
  - "Service" means the repair and/or replacement of parts that are determined by CSA to contain manufacturing defects in order to keep the ProCut Equipment in good working order per manufacturer's written specifications provided that repairs can be performed in the field.
- b) **WARRANTY.** CSA shall provide the limited warranty set forth in the General Terms for the term of the warranty as set forth below.
- c) **TERM and EXCLUSIONS.** The terms set forth in this Section 10.0 (c) shall apply solely to the ProCut Equipment. The warranty period for the Base Machine shall be twenty-four (24) months from the date of installation, and the warranty period for modules and tool inserts (as identified below) set forth in any Order Schedule shall be six (6) months from the date of installation. During the applicable warranty period for the ProCut Equipment, CSA shall provide Service for the ProCut Equipment. CSA shall provide such Service during its normal business hours, at no charge, as determined to be necessary upon inspection by an authorized CSA Service Representative. 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. Preventative Maintenance and the replacement of Consumable Parts are not covered by this warranty. Ground freight charges for parts covered by warranty are included. Expedited shipping charges of such warranty parts are excluded and will be invoiced to Customer separately. Service may be provided by CSA or a third party subcontracted by CSA.

The six (6) month warranty period noted above only applies to modules & tool inserts with the following descriptions/purposes:

Routing Modules  
Universal Module  
Driven Rotary Tool  
Oscillating Cutting Tools  
Milling Spindles  
Creasing Tools  
Kiss-Cutting Tool  
V-Cut Tool  
Universal Drawing Tool with pen  
Universal Cutting Tool

- d) **POST-WARRANTY PROCUT EQUIPMENT SERVICE.** Upon expiration of the warranty period set forth herein, Customer may purchase Maintenance from CSA for the Base Machine by signing CSA's then-current Maintenance Agreement. Post-warranty Service is not available from CSA for the modules and tool inserts set forth above.

**11.0 TC4 SCANNER MODEL TERMS SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES TC4 SCANNER EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.**

The following consumable items for the TC4 Scanner are excluded from Maintenance and the warranty set forth in the Agreement:

<b><u>Consumable Item</u></b>	<b><u>Item Number</u></b>
Lamp	1060023824
Glass Plate	2954987
Reference Plate	1060010241
Ref Plate Thick Original	1060050272
44" Basic Calibration Sheet	1060021389

**12. CONTEX IQ QUATTRO SCANNER MODELS SUPPLEMENTAL TERMS. THE CUSTOMER'S ORDER SCHEDULE REFERENCES CONTEX IQ QUATTRO SCANNER EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.**

The following consumable items for the Contex iQ Quattro 4400 Series Scanners are excluded from Maintenance and the warranty set forth in the Agreement:

<b><u>Consumable Item</u></b>	<b><u>Item Number</u></b>
Calibration Sheet	7100021247
Glass Platen	7100021248

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

**1. AGREEMENT:** CFS leases to Customer and Customer leases from CFS all the equipment described in any Lease Schedule signed by Customer and accepted by CFS, together with all replacement parts and substitutions for and additions to such equipment (the "Equipment"), and licenses of software, if applicable, ("Listed Software") with such Equipment and Listed Software collectively referred to as (the "Listed Items"), upon the Lease Terms.

**2. TERM OF SCHEDULE:** Each Lease Schedule shall be effective on the date the Equipment is delivered to Customer, provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. Any such acceptance is irrevocable. If Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of any non-acceptance, specifying the reasons therefor and specifically referencing the relevant Lease Schedule, Customer shall be deemed to have irrevocably accepted such Equipment. The term of each Lease Schedule begins on the date accepted by CFS or any later date that CFS designates, and shall consist of the payment period specified on such Lease Schedule and any renewal periods. After acceptance of the Equipment covered by any Lease Schedule, Customer shall have no right to revoke such acceptance or cancel such Lease Schedule during the term indicated thereon. The term of any Lease Schedule shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer under such Lease Schedule have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof, or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms thereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of any Lease Schedule for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term. As between CFS and Customer only, these Lease Terms shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order.

**3. PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of each Lease Schedule, (a) the lease or rental payments specified on the respective Lease Schedule, and (b) such other amounts permitted thereunder or in these Lease Terms as invoiced by CFS ("Payments"). The amount of each Payment and the End of Term Purchase Option specified on each Lease Schedule ("Purchase Option") are based on CSA's best estimate of the cost of the Equipment and any related services and supplies, including any sales and use tax. Customer authorizes CFS to adjust such Payments and Purchase Option prices by up to fifteen percent (15%) if the actual total cost of the Equipment and any related services and supplies, including any sales or use tax, is more or less than originally estimated. CSA has the right to increase service charges subject to the following: (1) If a Lease Schedule indicates a "Fixed" Price Plan, all base copy charges (if any) and all Per Image Charges shall be Fixed for the initial term and shall be subject to increase after the initial term on each anniversary of the Commencement Date thereafter; (2) If a Lease Schedule indicates a "Standard" Price Plan, a) the Base Charges related to copy charges (if any) shall be subject to increase after the initial term on each anniversary of the Commencement Date; and b) the Per Image Charge shall be subject to increase annually on each anniversary of the Commencement Date; and (3) The aforementioned increases in service charges shall not exceed fifteen percent (15%) of such charges which were in effect immediately prior to such price increase. **Customer agrees to advise CSA of the meter readings for the Equipment upon request.** Customer shall remit all Payments hereunder directly to CFS at 14904 Collections Center Drive, Chicago, Illinois 60693, unless otherwise directed by CFS. Customer's obligation to pay all amounts due under a Lease Schedule or these Lease Terms and all other obligations thereunder and hereunder is absolute and unconditional and is not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever. If Customer fails to pay any sum to be paid by Customer to CFS under any Lease Schedule on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies under any Lease Schedule or in enforcing any of the Lease Terms or any Lease Schedule, including without limitation reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. Customer agrees that CFS may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder. In no event shall any amount paid in advance earn interest except where required by applicable law.

**4. NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED OR RENTED "AS IS" AND IS OF A SIZE, DESIGN,



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

**5. USE; LOCATION; LIENS; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer shall not move the Equipment from the location specified on the applicable Lease Schedule except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth in the respective Lease Schedule), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or jurisdiction of organization).

**6. INDEMNITY:** Customer shall indemnify and defend CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, injuries, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) caused by the Equipment, including, without limitation, arising from or related to the storage, transmission or destruction of Data. This Section shall survive termination of any and all Lease Schedules.

**7. MAINTENANCE:** Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions for and to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the Lease Terms. If a Lease Schedule includes payments for service and supplies, CSA is responsible for providing the service and supplies described in the Lease Schedule in accordance with CSA's terms and conditions, of which Customer acknowledges receipt. Unless otherwise indicated on a Lease Schedule, Customer authorizes CSA to use networked features of the Equipment and remote reporting software ("Remote Reporting Agent") to obtain meter readings, receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. Customer also authorizes CSA to accept on Customer's behalf, and Customer agrees to comply with, any licenses, terms of use and services, and privacy statements, which, unless otherwise agreed in writing by CSA, shall solely control as to the matters contained therein, including those pertaining to any personal data Customer may have shared in connection with the use of the Remote Reporting Agent. For example, CSA utilizes the Canon Universal Gateway 2 ("UGW2") as a Remote Reporting Agent through the UGW2 website, and the above authorization shall apply to the UGW2 Terms of Use and Terms of Service, and the UGW2 Privacy Statement. Customer acknowledges that the charges set forth on the Lease Schedule are contingent on the continued use of Remote Reporting Agent during the term. If CSA does not receive timely meter readings from Customer, Customer shall pay invoices that reflect CSA's estimates of meter readings. CSA or CFS may verify the accuracy of any meter readings from time to time and invoice Customer for any shortfall in the next invoice. Customer shall use reasonable care in handling and operation of the Equipment. CSA shall have the right to substitute equivalent Equipment at any time during the term of a Lease Schedule in connection with any replacement of the Equipment by CSA. Customer acknowledges that CFS will not be responsible for any service, repairs, or maintenance of the Equipment, whether provided for in the Lease Terms, the applicable Lease Schedule, or in any other agreement between CSA and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under the applicable Lease Schedule without deducting or withholding any amounts.

**8. TAXES; OTHER FEES AND CHARGES:** CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses, or charges, as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses, and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such

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

**9. LOSS; DAMAGE; INSURANCE:** Customer shall bear the entire risk of loss, theft or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under the Lease Terms or any Lease Schedule. In the event of damage to any item of Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the Lease Terms), or (b) pay CFS the Remaining Lease Balance. Customer, at its sole cost and expense, shall, during the term hereof obtain and maintain property and liability insurance in form, amount, and with companies satisfactory to CFS. Each policy of insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days written notice before the policy in question shall be materially altered or canceled. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the Remaining Lease Balance on the applicable Lease Schedule. The "Remaining Lease Balance" shall be the sum of: (i) all Payments then owed and outstanding; (ii) the present value of all remaining Payments; (iii) the Purchase Option price of the Listed Items indicated on the Lease Schedule plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value under any Lease Schedule, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If Customer fails to provide proof of insurance, CFS may, but is not required to obtain insurance covering CFS' interests, and charge the Customer for the costs of such insurance, and an administrative fee. CFS and any of its affiliates may make a profit on the foregoing.

**10. DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under all Lease Schedules: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under any Lease Schedule, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) if Customer or any Guarantor who is a natural person dies.

**11. REMEDIES:** Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) require Customer to immediately pay all unpaid Payments under any Lease Schedule (whether or not then due) and other amounts due under any and all Lease Schedules, with CFS retaining title to the Equipment; (b) to terminate any and all Lease Schedules with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and (i) retain such Equipment and all Payments and other sums paid under all Lease Schedules, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (A) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (B) shall have no duty to prepare or process the Equipment prior to sale; (C) may disclaim warranties of title, possession, quiet enjoyment and the like; and (D) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under the applicable Lease Schedule. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

**12. ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE ANY LEASE SCHEDULE IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer any Lease Schedule. Customer agrees that if CFS transfers any Lease Schedule, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

**13. RENEWAL; RETURN:** Except in the case of a Lease Schedule containing a \$1.00 Purchase Option, each Lease Schedule automatically renews under the same terms and conditions on a month-to-month basis if Customer fails to give CFS 60 days' prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless a Lease Schedule automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Lease Schedule terminates in good operating condition, ordinary wear and tear resulting from proper use excepted, at Customer's sole cost and expense to a location specified by CFS, and shall reimburse CFS for any costs incurred to place the Equipment in good operating condition. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment.

**14. PURCHASE OPTION:** A) END OF TERM PURCHASE OPTION. At the end of any term, Customer shall give CFS 60 days' irrevocable prior written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the Purchase Option plus any costs. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon 60 days' irrevocable prior written notice, purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus costs. "Fair Market Value" shall be CFS' retail price when Customer purchases the Equipment. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.

**15. DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. The Equipment contains various security features that Customer may utilize in this regard. Customer should contact CSA for further information. CSA will work with you to provide information regarding your options and offer services to assist you. Please note that such services may result in additional charges. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of the Lease Terms or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, CSA and CFS applies, or could be construed to apply to Data.

**16. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under the applicable Lease Schedule, in inverse order of maturity, and any excess shall be refunded. If any Lease Schedule is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under the Lease Terms and such Lease Schedule.

**17. UCC - ARTICLE 2A:** CUSTOMER ACKNOWLEDGES AND AGREES THAT EACH LEASE SCHEDULE IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A"), AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

**18. WAIVER OF OFFSET:** The lease created by each Lease Schedule is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the dealer, supplier, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under each Lease Schedule and these Lease Terms and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

**19. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** EACH LEASE SCHEDULE SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER EACH LEASE SCHEDULE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION OF ANY LEASE SCHEDULE, AND CFS, BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS UNLESS CUSTOMER RESIDES IN A STATE IN WHICH A WAIVER OF A RIGHT TO A JURY TRIAL IS UNENFORCEABLE AS A MATTER OF THAT STATE'S PUBLIC POLICY.

**20. MISCELLANEOUS:** All notices required or permitted under the Lease Terms or any Lease Schedule shall be sufficient if delivered personally, sent via electronic transmission, or mailed to such party at the address set forth in an applicable Lease Schedule, or at such other address as such party may designate in writing from time to time. Any notice deposited in the mail shall be effective after it has been received. Customer's representations, warranties, and covenants under each Lease Schedule shall survive the delivery and return of the respective Equipment. Any provision of the Lease Terms which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Lease Terms. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information on a Lease Schedule including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, each Lease Schedule (incorporating the Lease Terms by reference) contains the entire arrangement between Customer and CFS with respect to such Lease Schedule and no modifications thereof shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept an electronic transmission of any Lease Schedule or any Acceptance Certificate as an original, and that electronically transmitted copies of Customer's signature will be treated as an original for all purposes. If the Lease Schedule references an existing master agreement between Customer and CFS (the "Existing Master CFS Lease") and to the extent applicable to the transactions contemplated by the Lease Schedule, then the terms of the Existing Master CFS Lease shall control over the Lease Terms for so long as the Existing Master CFS Lease remains in effect.

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

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

**RIDER H  
HOME OFFICE PRINT-AS-A-SERVICE PROGRAM**

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

**1. SUBSCRIPTION PRINTER SERVICES.**

(a) This Rider H modifies the terms of the Agreement whereby CSA will provide a printer(s) set forth on the related Order Schedule ("Printer"), Printer Support and the Supply Inclusive Program, both as defined below for each such Printer (all collectively "Printer Services" for purposes of this Rider) for the Initial Term set forth in the Order Schedule ("Initial Term"). Printers will be either "Color Printers" or "B/W Printers" as designated on the Order Schedule. You agree that CSA will provide the Printer Services at the Ship to Location(s) on the Order Schedule ("Location"), and you shall not relocate any Printer from its Ship to Location without CSA's consent. You further agree to accept and pay the number of periodic payments ("Charges") for the Printer Services for the Term as set forth in the Order Schedule. The Printer Services shall be provided pursuant to the Agreement as modified by this Rider H, and the terms of service and/or end user license agreement for the Printer Services. Printer Services shall be considered "Listed Items" under the Agreement. Title to the Printers shall remain with CSA or its assignee, and you shall be responsible for risk of loss or damage to any Printer upon delivery and until it is returned to CSA or its assignee. You acknowledge and agree that CSA may transfer title to the Printers and assign its rights to invoice and collect the Charges and any associated fees to its affiliate, Canon Financial Services, Inc. ("CFS") or its assignee, and you agree to timely make such payments to CFS. Except as aforesaid, CFS does not and shall not assume any obligations under this Agreement.

(b) Printer(s) shall be shipped to the Location(s) of your employees or agents ("Users"). You acknowledge that you have the requisite authority to permit shipment to the Ship To Address. The Printer shall be unpacked and set up by the User. The shipping carton and packing materials should be retained by the User for return of the Printer to CSA or its assignee. Users may access information concerning the Printer Services and their responsibilities at <https://csa.canon.com/printasaservice>.

**2. RENEWAL.**

(a) Notice Not to Renew. You shall be sent ninety (90) days advance written notice that the Printer Services shall automatically renew for additional one (1) year terms (each a "Renewal Term"). You must provide written notice to CFS not to renew the Printer Services in part or in total within 30 days prior to the end of the Initial Term or each Renewal Term. Notice of non-renewal must be sent by email to [customer@cfs.canon.com](mailto:customer@cfs.canon.com), or by certified mail or overnight courier to P.O. Box 5008, Mt. Laurel, NJ 08054 Attn: Customer Service.

(b) All Other Notices. Other than notices not to renew set forth on 2(a) above, all other notices hereunder must be in writing detailing all issues, and must be sent to CSA by email to [customercare@csa.canon.com](mailto:customercare@csa.canon.com), or by certified mail or overnight courier to 300 Commerce Square Blvd., Burlington, New Jersey 08016 Attn: Customer Service, with a copy of any notice of default, breach, request for indemnity, or any other demand or claim against CSA or CFS, by email to [legal@csa.canon.com](mailto:legal@csa.canon.com) or by certified mail or overnight courier to Senior Vice President, Legal Department, Canon Solutions America, Inc., One Canon Park, Melville, New York, 11747.

(c) The Initial Term and Renewal Term collectively the "Term". During each Renewal Term you shall receive the Printer Support and Printer Supplies as set forth below.

(d) Upon expiration of the Term, you agree to return the Printer as instructed by CSA. CSA may increase pricing during each Renewal Term and may cancel Printer Services during any Renewal Term upon written notice to you, in which case CSA will refund any unearned charges for the balance of the Renewal Term to you.

**3. DEFAULT.** You shall be in default if you fail to make prompt payment of the Charges within 30 days of the invoice date. CSA may withhold Printer Services in whole or in part until any delinquent payment is received by CSA. CSA may terminate Printer Services in whole or in part upon your default with thirty (30) days' notice to you, unless such default is cured by you within the thirty (30) day period. In the event of your default, you shall promptly return the Printer as instructed by CSA; and CSA may, in its sole discretion and without limiting its other rights and remedies available under applicable law, require you to pay all payments then due but unpaid, including any applicable late charges, plus an early termination fee equal to the balance of the periodic payments of the Charges owed for the Term or Renewal Term. Should you fail or refuse to promptly return the Printer as required by Sections 2(d) or 3, you agree to pay a Charge equal to the fair market value of the Printer, as determined by CSA. You agree that such Charges are reasonable liquidated damages for loss of bargain and not a penalty.

**4. WARRANTY OF BUSINESS PURPOSE.** You represent and warrant that that the Printer Services will not be used for personal, family or household purposes.

**5. PRINTER SUPPORT.** You or the User may obtain Printer Support by calling 1-800-OK-CANON (652-2666) using the Printer serial number. Unless otherwise set forth on the Order Schedule,

Color Printer(s) include a three year warranty from Canon, USA, Inc. ("CUSA") which can be found at <https://www.usa.canon.com/internet/portal/us/home/support/details/printers/megatank-inkjet-printers/all-megatank-inkjet-printers/maxify-gx6020/maxify-gx6020-wireless-megatank-small-office-all-in-one-printer?tab=warranty>; and

B/W Printer(s) include a two year warranty from CUSA which can be found at <https://downloads.canon.com/warranty/Warranty-imageCLASS-Exchange-Carryin-2years.pdf> (each a "Warranty").

For the 3<sup>rd</sup> year of the Initial Term for B/W Printers and each annual Renewal Term for both Color Printers and B/W Printers, Services for the Printers are provided in accordance with eCarePAK Extended Service Plan (the "eCarePAK") provided by CUSA which can be found at <https://shop.usa.canon.com/shop/en/catalog/ecarepak-terms>.

CSA will automatically register you for both the Warranty and the eCarePAK. The terms of the Warranty and eCarePak are incorporated into this Rider and shall solely govern as to the matters contained therein. No other Maintenance terms shall apply to the Printers.

## **6. SUPPLY INCLUSIVE PROGRAM.**

(a) The Printer Services includes replenishment of toner or ink cartridges and drum(s) or maintenance cartridges (collectively "Printer Supplies") for each Printer are as follows (the "Printer Plans"):

If "Standard Plan" is indicated on the Order Schedule for the Printer, two (2) toner cartridges and one (1) drum shall be delivered with the Printer. Thereafter you may order up to four (4) toner cartridges during the Initial Term which are included with the Standard Plan. You will also receive two (2) toner cartridge for each year of the Renewal Term.

If "Plus Plan" is indicated on the Order Schedule for the Printer, two (2) toner cartridges and one (1) drum shall be delivered with the Printer. Thereafter you may order up to nine (9) toner cartridges and one (1) drum during the Initial Term which are included with the Plus Plan. You may also order up to four (4) toner cartridge and one drum for each year of the Renewal Term.



If “Color Ink Standard Plan” is indicated on an Order Schedule for a Color Printer, three (3) black ink cartridges, plus one (1) ink cartridge each of cyan, magenta, and yellow, and one (1) maintenance cartridge shall be delivered with the Printer. Thereafter you may order up to five (5) ink cartridges of any type and two (2) maintenance cartridges during the Initial Term, which are included with the Maxify Standard Plan. You may order up to five (5) ink cartridges of any color and 1 maintenance cartridge for each year of any Renewal Term.

If “Color Ink Plus Plan” is indicated on an Order Schedule for a Color Printer, three (3) black ink cartridges, plus one (1) ink cartridge each of cyan, magenta, and yellow, and one (1) maintenance cartridge shall be delivered with the Printer. Thereafter you may order up to ten (10) ink cartridges of any type and three (3) maintenance cartridges during the Initial Term, which are included with the Maxify Standard Plan. You will also receive may order up to 8 (eight) ink cartridges of any color and two (2) maintenance cartridges for each year of any Renewal Term.

(b) Printer Supplies are to be used solely with the applicable Printer for which it is ordered and provided. Yields for Printer Supplies are based on the manufacturer’s specifications. All Printer Supplies will be shipped directly to the Ship to Address set forth on the Order Schedule during the Term. You agree to pay all applicable taxes and shipping charges for Printer Supplies. Included Printer Supplies must be ordered and used during the Initial Term or Renewal Term for which they are provided.

You may order included or additional Printer Supplies by contacting CSA customer service at 800-355-1390 using the Printer serial number.

(c) Additional toner and ink cartridges, maintenance cartridges and drums beyond those included with the Printer Plan as set forth above may be purchased at CSA’s standard rates. Orders for additional Printer Supplies (and any other supplies such as staples, paper, etc.) (a) must include a valid Customer purchase order number; (b) will be 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 (MRA) 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. Customer is solely responsible for any damage to Printer Supplies after delivery. 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 (i) receipt of the item or (ii) the invoice date (whichever is applicable).