

# PURCHASE ORDER AMENDMENT

**Purchase Order No:** \_\_\_\_\_

Page 1 of 3

This Amendment shall become a part of that certain Purchase Order No. \_\_\_\_\_ (the "Purchase Order") between CSA and Customer. Should a conflict arise between the terms of this Amendment and the terms of the Purchase Order the terms of this Amendment shall control. Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Purchase Order.

CSA and Customer agree to amend the Purchase Order as follows:

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 or modify from the terms contained in Purchase Agreement #2020002755 between Canon Solutions America, Inc. and the University of California, shall be deemed null and void.

	<u>Description / Item</u>	<u>Purchase Price</u>	<u>Delivery-Install / Freight</u>	<u>Total Net Price</u>	<u>Monthly Usage Charge</u>	<u>Monthly Maintenance Charge</u>
1.	varioPRINT iX-3200 Series	(a)	(b)Included	(a)	(c)	\$1,300.00
2.	imagePRESS V1000	(a)	(b)Included	(a)	(d)	\$0.00
3.	varioPRINT 6180 TITAN TPxp	(a)	(b)Included	(a)	(e)\$0.00280	\$800.00
<b>TOTAL</b>		<b>(a)</b>	<b>(b)Included</b>	<b>(a)</b>		<b>\$2,100.00</b>

(a) The Equipment on this Amendment is financed by Canon Financial Services, Inc.

(b) Special rigging is not included.

(c) The Monthly Usage Charges shall be assessed as follows:

- 1 Color (black) shall be assessed at \$0.00120 per impression for any sheet size less than or equal to 15.5 inches
- 1 Color (black) shall be assessed at \$0.00200 per impression for any sheet size greater than 15.5 inches
- 4 Color shall be assessed at \$0.00400 per impression for any sheet size less than or equal to 15.5 inches
- 4 Color shall be assessed at \$0.00800 per impression for any sheet size greater than 15.5 inches

(d) The Monthly Usage Charges shall be assessed as follows:

- Black & White letter impressions shall be assessed at \$0.00600 per Black & White letter impression
- Black & White ledger impressions shall be assessed at \$0.01200 per Black & White ledger impression
- Color letter impressions shall be assessed at \$0.01700 per color letter impression
- Color ledger impressions shall be assessed at \$0.03400 per color ledger impression

(e) A simplex page is treated as one impression. A duplex page is treated as two impressions. A ledger click is treated as two impressions.

The initial maintenance term shall be eighty-four (84) months from completed installation of the Equipment.

No Monthly Maintenance Charges shall be billed for the first three (3) months following completed installation of the Equipment. Billing for Monthly Usages Charges shall begin following completed installation of the Equipment.

There shall be no increase in Monthly Maintenance Charges or Monthly Usage Charges for the first fifteen (15) months following completed installation of the Equipment. Thereafter annual increases apply.

Service coverage is 5x8.

# PURCHASE ORDER AMENDMENT

Purchase Order No: \_\_\_\_\_

Page 2 of 3

## varioPRINT iX-3200 Series

Ink is not included.

Customer may purchase varioPRINT iX-Series Ink Black at price of \$45.13 per liter, varioPRINT iX-Series Ink Cyan at price of \$62.78 per liter, varioPRINT iX-Series Ink Magenta at price of \$62.78 per liter, varioPRINT iX-Series Ink Yellow at price of \$62.78 per liter and varioPRINT iX-Series Color Grip at price of \$31.88 per liter from CSA. Shipping charges for varioPRINT iX-Series Ink Black, VarioPRINT iX-Series Ink Cyan, varioPRINT iX-Series Ink Magenta, varioPRINT iX-Series Ink Yellow and varioPRINT iX-Series Color Grip are not included and Customer shall be responsible for shipping charges. There shall be no increase in ink and Color Grip prices for the first fifteen (15) months following completed installation of the Equipment. Thereafter Ink and Color Grip prices are subject to annual increases.

## imagePRESS V1000

Toner is included.

## varioPRINT 6180 TITAN TPxp

Staples are not included.

Toner is included.

## VarioPrint 6180 Toner

Toner in the amount which, on average, covers six and one half percent (6.5%) of letter sized media for non-MICR toner or five percent (5%) of letter sized media for MICR/Wax toner is included. Toner usage in excess of 6.5% coverage for non-MICR toner or in excess of 5% for MICR/Wax toner shall be at Customer's expense. CSA has the right to reconcile toner usage exceeding these coverage percentages on a quarterly basis and Customer shall pay for any toner used in excess of these amounts.

## Key Operator Maintenance (KOM)

Customer agrees to perform Key Operator Maintenance on the VarioPrint 6180. KOM is defined as replacement of spiral cleaners when indicated on the VarioPrint 6180 operator panel (spiral cleaners supplied by CSA). In the event Customer does not perform KOM on the VarioPrint 6180, the Monthly Usage Charge (MUC) shall be increased by ten percent (10%) or Customer shall be charged a standard call out rate for each replacement of spiral cleaners performed by CSA.

Trade-Ins				
	Manufacturer	Model	Serial #	Amount
1.	Xerox	Baltoro	123-073946 0	\$0.00
2.	Xerox	Nuvera 120	EZW-073946	\$0.00

Customer warrants and represents that the trade in equipment is free and clear of all liens and encumbrances of any kind and that title to the trade in equipment shall vest in CSA upon CSA's receipt of the trade in equipment.

The cost of de-installation and removal of the Baltoro s/n 123-073946 0 is included in the financed amount on the Canon Financial Services, Inc. lease. The de-installation and removal shall be performed by CSA's subcontractor, Simprint Inc.

CSA's payment towards satisfying Customer's financial obligation to current lessor for Xerox Baltoro s/n 123-073946 0, shall not exceed the funded amount of \$305,000.00. For avoidance of doubt, upon completed installation of the Equipment and Customer's execution of a CFS Delivery, Installation and Acceptance Certificate for the Equipment under this Amendment, CSA will disburse a check to lessor in the amount of \$305,000.00.

Customer shall be solely responsible for any additional charges over the funded amount of \$305,000.00 in satisfying Customer's financial obligation due to lessor for the buyout of the Xerox Baltoro s/n 123-073946 0.

**PURCHASE ORDER AMENDMENT**

**Purchase Order No:** \_\_\_\_\_  
Page 2 of 3

Replacement:

The following Canon equipment is being displaced by Equipment on this Schedule.  
Canon iPC10000 with serial number WBC11073  
Customer is responsible for disposal.

Environmental conditions are critical to proper equipment operation and must be maintained per the product specifications. Should Customer fail to maintain environmental conditions for the Equipment, at its sole discretion, CSA may suspend service coverage. Upon environmental remediation, based on a CSA service evaluation, the Equipment may require service due to the environmental conditions or lapse of service, which will be billed at current time and material rates pursuant to the Agreement.

A one time credit of \$125,000.00 will be applied to the Customer's account after completed installation of the Equipment and Customer's execution of a CFS Delivery, Installation and Acceptance Certificate for the Equipment under this Schedule. The \$125,000.00 may be applied, upon the Customer's request, to Monthly Maintenance Charges, Monthly Usage Charges, or consumables.

Shipping charges are not included for supplies, staples, field replaceable units, Consumables, expendables or any other materials and Customer shall be responsible for shipping charges.

Customer Signature acknowledges receipt of the CED, Site Survey and SIP documents which are incorporated herein by reference.

This Amendment incorporates by reference the terms and conditions of the Exhibit Z PPS Master Agreement Including Addendum ("Exhibit Z"), attached hereto. All other terms in The University of California Contract No. 2020002755 shall continue to govern except as expressly and specifically modified herein.

The following provisions are either modified or not applicable to this transaction as follows:

**Exhibit 2 Attachment A - Statement of Work**

2.13 Product Warranty (5 year coverage) PPS modifies this provision for the equipment and will be applicable for the initial 12 months while under continued service with CSA.

2.14.1, delete and replace with Total Quality Customer Satisfaction Guarantee as attached hereto.

2.63, delete 6th tab and replace with Total Quality Customer Satisfaction Guarantee as attached hereto.

<b>CSA:</b>	<b>Canon Solutions America, Inc.</b>	<b>Customer:</b>	<b>Contra Costa County</b>
Signed:	_____	Signed:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

# Exhibit Z PPS MASTER AGREEMENT INCLUDING ADDENDUM

CSA's Production Print Solutions ("PPS") Division is located at:  
4560 Communications Avenue, Suite 100.  
Boca Raton, FL 33431

## 1. Terms of Master Agreement

CSA and Customer agree that this Exhibit Z Master Agreement ("Agreement") and any related Equipment Purchase, Maintenance and Software License Schedule and Addendums ("Exhibit Z") govern, as applicable, Customer's purchase of Equipment, license of Software and/or purchase of Professional Services or maintenance support services identified on the applicable Schedule or PPS-approved Purchase Order. This Agreement shall become effective and legally binding as soon as (a) it is signed by Customer and (b) it is countersigned by CSA; or (c) upon CSA's delivery and Customer's acceptance of the Equipment/Software set forth on an applicable Schedule or PPS-approved Purchase Order or performance of any maintenance set forth on an applicable Schedule or PPS-approved Purchase Order, whichever occurs first. All acquisitions are subject to credit approval.

"Equipment" means hardware that is New/Newly Manufactured, Factory Produced New Model, Like New, Remanufactured, Refurbished or Used. "New/Newly Manufactured" shall mean equipment that has been newly assembled and which may contain a limited number of used components that have been thoroughly inspected and tested to assure product performance and reliability specifications. "Factory Produced New Model" shall mean equipment that has been subject to a process of disassembly, cleaning, refinishing, replacement of defective components with new or used components and has been converted to new-model status. Such equipment is newly serialized equipment. Customer is the first user of this equipment, which is fully tested to assure product performance and reliability specifications. "Like New" means equipment previously on trial, used as a demo unit, shown at a trade show or equipment with nominal foot/copy count. All Like New equipment has been maintained by CSA, has not been pre-owned by any other party and has a nominal foot/copy count from a controlled pre-production environment. "Remanufactured" shall mean equipment that has been subject to a process of disassembly, cleaning, refinishing, and replacement of defective components with new or used components and is fully tested to assure product performance and reliability specifications. Meters have been reset to zero. "Refurbished" means equipment that has been under CSA maintenance and has been tested to ensure full functionality and reliability to specifications. "Used" means equipment that has been maintained under CSA's authorized technical standards. Used equipment is offered without warranty.

If other than New/Newly Manufactured, the equipment type shall be set forth on the Schedule or PPS-approved Purchase Order.

"Software" means each software program, provided with the Equipment and/or listed in a Schedule or PPS-approved Purchase Order, and any Software revisions or updates related thereto. "Documentation" means documents and other materials CSA provides to Customer to support Customer's use of Equipment or Software.

"NOLI Products" means non-CSA listed items, which may include hardware, software (and specifically third party software), equipment, supplies, service, warranty, network equipment and other items not listed in CSA's price list and which are designated as such on the Schedule or PPS-approved Purchase Order. NOLI Products are provided as a convenience to Customers and are not eligible for CSA warranty or maintenance and accordingly Customer waives any claim it might have against CSA for any loss, damages or expenses caused by NOLI Product(s).

## 2. Delivery; Risk of Loss; Insurance

Customer is responsible for freight, delivery and rigging charges. Risk of loss shall pass to Customer upon delivery to Customer's loading dock. From the time of delivery until Customer's payment obligations have been satisfied, Customer agrees (a) to give CSA prompt written notice of any damage to or loss of the Equipment or any occurrence arising from the possession, use, or operation of the Equipment resulting in death, bodily injury or damage to property; and (b) to maintain, at its expense, comprehensive general liability including property insurance covering the Equipment in an amount at least equal to the Equipment purchase price. Delivery dates are estimates only, and CSA shall not be liable for delays in delivery due to causes beyond CSA's reasonable control.

## 3. Installation and Site Preparation

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

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

(c) Additional Customer operator training is available from CSA at its training rate in effect at the time of such training pursuant to Section 13, Educational Services.

## 4. Payment and Taxes

(a) Payments are due thirty (30) days from the date invoiced. Invoicing will occur after completion of Equipment or Software installation (as applicable). Should Customer request a third party act as its agent for receiving or paying invoices, CSA may approve such request in its sole discretion, and CSA's approval is conditioned on: (i) Customer's 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) Customer remaining liable for all of its obligations under this Agreement. Unless otherwise agreed to in writing in a Schedule or PPS-approved Purchase Order, Service Charges shall start billing and Customer shall start payment upon such completion of installation. Monthly maintenance charge(s) ("Monthly Maintenance Charge(s)") and monthly usage charge(s) ("Monthly Usage Charge(s)") (collectively "Service Charges") are billed for full periods (monthly,

quarterly, semi annual or annual). Monthly Maintenance Charges are billed in advance and Monthly Usage Charges are 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 Monthly Maintenance Charges divided by thirty (30) days and multiplied by the number of days in this "Interim Period". Monthly Usage Charges shall also be charged according to the meter reading for this Interim Period. If applicable, CSA shall be entitled to acquire meter readings using Remote Software or if it does not communicate with CSA for any reason, Customer shall provide meter readings by the last calendar day of each month by a CSA approved method. Should such meter reading not be provided in a timely fashion, Monthly Usage Charges will be reasonably estimated and billed by CSA, and payment will be made based upon such estimation. Upon receipt of the actual meter reading, CSA shall adjust Customer's account as applicable. Notwithstanding any other provision herein and in addition to Service Charges, CSA may, upon thirty (30) days notice to Customer, assess a fuel surcharge to offset increases in fuel expenses. Once per twelve-month period following the effective date of this Agreement (regardless of the initial maintenance term set forth in a Schedule or PPS-approved Purchase Order), upon thirty (30) days prior written notice, CSA may adjust pricing for Service Charges and/or Software support fees by a maximum of fifteen percent (15%). Customer agrees to pay on demand, as a late charge, 1.5% per month limited by the maximum rate permitted by law, on all overdue payments whether such payments are due prior to or after a Default. CSA may withhold service under this Agreement in whole or in part until any overdue payment is received by CSA. All payments shall be made at the office of CSA set forth in an invoice, or at any other place designated by CSA.

(b) Customer agrees to pay or reimburse CSA for all fees, duties, privilege, sales, use, excise, stamp, and other similar taxes and charges now or hereafter imposed upon this transaction or relating to the ownership, sale, use or operation of Equipment (exclusive of franchise taxes or taxes based upon CSA's net income).

## **5. Warranty; Limitation of Liability**

Sections 5.1 – 5.3 do not apply to NOLI Products.

### **5.1 Equipment Warranty**

CSA warrants that on completion of installation Equipment will be (1) in material conformance with the manufacturer's published specifications, (2) qualified for CSA's standard maintenance services and (3) free from material defects in workmanship and materials. All parts found to be defective during installation shall be repaired or replaced at the option of CSA. All parts replaced under this warranty shall become the property of CSA. Customer's sole and exclusive remedy for breach of the foregoing warranty shall be to reject the Equipment and cancel the affected Equipment Schedule or PPS-approved Purchase Order at the time installation is completed. In no event shall a breach of this warranty give rise to a claim for damages against CSA. The warranty set forth herein does not apply to Used Equipment and is conditioned upon Customer giving prompt written notice to CSA of any discovered defects at the time installation is complete. Unless otherwise agreed to in writing, CSA will not perform repairs or parts replacement for defects or damage resulting from (i) alteration, relocation, repairs, or use of parts, software or services not provided by CSA or its authorized representative, (ii) accident, (iii) abuse, willful misconduct, or negligence.

### **5.2 Software Warranty**

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

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

(c) The entire liability of CSA, and the sole remedy of Customer, in the event of breach of any warranty in this Section 5.2 shall be CSA's use of commercially reasonable efforts to correct or replace the non-conforming Software within a reasonable period of time after receiving written notice from Customer and if those efforts are unsuccessful, CSA shall refund the Software License Fee paid by Customer to CSA (if any) less a reasonable fee for the period of use (based on depreciation deducted over a five year straight line basis), provided Customer ceases all use of and returns the Software to CSA.

### **5.3 Service Warranty**

CSA warrants that services will be provided in a good and workmanlike manner consistent with industry practices. CSA further warrants that all material and parts furnished pursuant to this Agreement will be in good working order at the time of installation, and CSA's obligation is limited to the repair or replacement of any material or part which does not conform to this warranty. CSA shall have no liability to the extent Customer's acts or omissions contributed to a breach of this warranty.

### **5.4 Disclaimer**

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR (TO THE EXTENT ALLOWED BY LAW) STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

### **5.5 Limitation of Liability**

(a) NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, (I) FOR LOSS OF USE, OF DATA (INCLUDING HD DATA AS DEFINED IN SECTION 9.3), OR OF REVENUE OR PROFIT (EXCEPT AS TO REVENUE OR PROFIT ARISING FROM THE TRANSACTIONS HEREUNDER), OR (II) FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR (III) FOR DAMAGES SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY ANY THIRD PARTY INCLUDING CUSTOMERS OF CUSTOMER, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

(b) EACH PARTY'S MAXIMUM LIABILITY FOR ANY CLAIM FOR DAMAGES RELATING TO ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT SHALL BE LIMITED: (A) WITH REGARD TO EQUIPMENT, TO THE PURCHASE PRICE

OF THE EQUIPMENT; (B) WITH REGARD TO SOFTWARE, TO THE LICENSE FEE OF THE SOFTWARE; (C) WITH REGARD TO MAINTENANCE SERVICES, TO AN AMOUNT EQUAL TO TWELVE (12) MONTHS OF MONTHLY MAINTENANCE CHARGES FOR THE RELATED EQUIPMENT, SOFTWARE OR SERVICES GIVING RISE TO SUCH DAMAGES; AND (D) WITH REGARD TO PROFESSIONAL SERVICES, TO THE AMOUNT PAID FOR THE PROFESSIONAL SERVICES GIVING RISE TO SUCH DAMAGES.

(c) THE LIMITATIONS SET FORTH IN SECTIONS 5.5 (a) AND 5.5(b) ABOVE SHALL NOT APPLY TO OR LIMIT THE LIABILITY OF A PARTY FOR: (I) BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT CAUSED BY A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT OR (II) CLAIMS ARISING UNDER SECTION 8 ("INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS"), OR (III) ANY VIOLATION BY CUSTOMER OF THE LICENSES GRANTED IN SECTION 9.1 HEREIN; or (IV) ANY THIRD-PARTY CLAIMS.

(d) NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

#### **6. Title; Security Interest; Trade-in**

(a) Title to Equipment shall pass to Customer upon payment in full. CSA shall retain a first priority security interest in the Equipment (as described more fully herein and in a Schedule or PPS-approved Purchase Order) and in all proceeds therefrom until all purchase payments due CSA have been made. As security for the payment of all amounts due to CSA, Customer hereby grants to CSA a purchase money security interest in the Equipment including all accessories, attachments, replacements, substitutions, modifications and additions thereto and in all proceeds thereof (including insurance proceeds). To the extent permitted by applicable law, Customer hereby authorizes CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Equipment including attachments, replacements, substitutions, modifications and additions thereto. Prior to making full payment, Customer shall not move the Equipment or Software from the Equipment Location without first obtaining prior written consent from CSA.

(b) Customer represents and warrants that any trade-in equipment is free and clear of all liens and encumbrances of any kind and that marketable title shall vest in CSA or its designee upon CSA's or its designee's receipt of the trade-in equipment. Customer shall be responsible for related freight charges, and trade-in equipment shall be packed in accordance with the manufacturer's specifications.

#### **7. Default and Remedies**

(a) Any of the following shall constitute a default by Customer ("Default"): (i) failure to pay any amounts when due; or (ii) failure to comply with any material provisions or perform any of its material obligations arising under this Agreement or under any other documents or agreements relating to this Agreement. As to any such Default that is suitable for remedy, Customer shall cure such Default with all due dispatch, and in any event within thirty (30) days thereof.

(b) As to any uncured Default, CSA may exercise any one or more of the following remedies (which remedies shall be cumulative): (i) terminate this Agreement and/or any applicable Schedule or PPS-approved Purchase Order; (ii) declare all amounts due from Customer, immediately due and payable in full; (iii) exercise any other right or remedy available to it under any applicable law or proceed by appropriate court action to enforce this Agreement or recover damages for breach thereof. Further, if the Default is for unpaid Equipment and/or unpaid Software license fees, CSA may exercise any one or more of these additional remedies: (i) secure peaceable repossession and removal of the Equipment/Software by CSA or its agent without judicial process; (ii) suspend, limit or terminate access to and use of any Software hosted by CSA or any of its third party hosting services providers; (iii) sell, lease or otherwise dispose of the Equipment/Software at public or private sale without advertisement or notice except as required by law, upon such terms and at such place as CSA may deem advisable and CSA may be the purchaser at any such sale; (iv) require Customer to pay all expenses, including legal fees and costs, in connection with the Equipment/Software relating to its retaking, refurbishing, selling or the like. To the extent permitted by applicable law, Customer waives all rights it may have to limit or modify any of CSA's rights and remedies under this Agreement, including but not limited to, any right to require CSA to dispose of the Equipment/Software or otherwise mitigate its damages.

#### **8. Intellectual Property Infringement Claims**

(a) CSA shall defend, indemnify and hold harmless Customer, its officers, employees, agents, and representatives against any third party claim that the Equipment or Software (but specifically excluding NOLI Products) infringes a third party's United States patent, copyright or other intellectual property right and CSA shall pay resulting costs, damages and attorneys' fees finally awarded, provided that Customer promptly notifies CSA in writing of the claim and fully cooperates with CSA and CSA has sole control of the defense and all related settlement negotiations. CSA's obligation under this Section is conditioned on Customer's agreement that if such Equipment/Software, or the use thereof, becomes, or in CSA's opinion is likely to become, the subject of such a claim, Customer shall permit CSA, at CSA's option and expense, either to procure the right for Customer to continue using the Equipment/Software or to replace or modify the Equipment/Software so that it becomes non-infringing, and if neither of the foregoing alternatives is available on terms which are reasonable in CSA's judgment, Customer shall return the Equipment/Software upon request by CSA, or CSA may terminate access to and use of any Software hosted by CSA or a third party hosting services providers. Upon such return or termination, CSA shall refund: (i) the applicable Equipment purchase price or (for Software licensed on a perpetual basis) the Software license fee, each to the extent paid by Customer, less depreciation deducted on a five year straight-line basis or (ii) for Software licensed on a subscription basis, CSA will return any prepaid but unused subscription license fees as of the date use of or access to the Software is terminated. CSA shall have no liability for any claim based upon or any damages attributable to: (i) the combination, operation or use of the Equipment or Software with equipment or software not supplied or authorized in writing by CSA; (ii) modification of the Equipment or Software; (iii) Equipment or Software made, developed or modified pursuant to specifications or objectives furnished by Customer; or (iv) Customer's throughput that may infringe third party intellectual property rights. The foregoing states the entire obligation and liability of CSA with respect to infringement of patents, copyrights or other intellectual property rights.

(b) Customer shall indemnify and hold CSA harmless from and against any liability and expense, including reasonable attorneys' fees incurred by CSA in connection with any claim that the Equipment or Software, or any part thereof, made, developed or modified pursuant to specifications or objectives furnished by Customer (including Custom Software) infringes any third party's patent, copyright or other intellectual property right.

## 9. Grant of License; Confidentiality; Security

9.1 (a) CSA grants Customer a personal, non-exclusive, non-transferable, limited license to use the Software (in compiled object code form) in the United States solely for its internal use and to use the Documentation in support of Customer's authorized use of the Software for the time period set forth in the Schedule or PPS-approved Purchase Order or, if no time period is set forth in the Schedule or PPS-approved Purchase Order, until this Agreement is terminated in accordance with its terms or until Customer ceases using Software with the Equipment. In addition to the Software, the Equipment identified in the Schedule or PPS-approved Purchase Order 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. Notwithstanding the foregoing, Customer is a California public agency and is required to comply with the requirements of the California Public Records Act, Ralph M. Brown Act, and Customer's Better Government Ordinance, and other applicable laws. Notwithstanding anything to the contrary in this Agreement, if Customer receives a request for records under the Public Records Act or Better Government Ordinance, or a subpoena, discovery request, or court order, that would require disclosure of the Software and/or Documents and/or any other written materials provided to Customer or obtained by Customer from CSA: (a) Customer will notify CSA; (b) CSA shall have 10 days from receipt of that notice to seek an order from the Contra Costa County Superior Court or Federal District Court for the Northern District of California preventing disclosure of the Software and/or Documents; (c) if CSA fails to obtain a court order preventing disclosure of the Software and/or Documents and/or any other written materials provided to Customer or obtained by Customer from CSA, Customer may disclose the records to the extent required and such request for records, subpoena, discovery request, or court order without violating any terms of this Agreement or constitute a breach of confidentiality under this Agreement notwithstanding anything to the contrary in this Agreement. Additionally, in the event of litigation, claims, negotiations, or mediation between CSA and Customer, Customer may disclose any records, documents, deliverables, data, or other writings (as defined in the California Evidence Code) as determined by Customer to support its claims or defenses, and, in any such action, CSA may seek a protective order. 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 this Agreement, reverse engineer, disassemble or decompile any Software in whole or in part. All Software is a "commercial component," as this term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. §252.227-7014(a)(1) and 48 C.F.R. §252.227-7014(a)(5), respectively, and used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable and all as amended from time to time. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire Software only with those rights set forth in this Agreement.

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

9.2 Neither party will use for any purpose, other than performing this Agreement, or disclose to any third party except to the extent Section 9.1(b) provides for such disclosure, any trade secrets or non-public information of the other party or its affiliates including, but not limited to, marketing information and strategy, marketing models, product information, advertising and promotional copy, pricing information, financial information, customer lists, test results, and all other proprietary information, trade secrets and non-public information (hereinafter referred to collectively as "Confidential Information"). If CSA believes any documentation is confidential, it shall mark it as such. Each party agrees to restrict circulation of all Confidential Information within its own organization, except to the extent necessary to perform its obligations, and in no case will any disclosure be made to any third party without the disclosing party's prior written consent, unless such disclosure is requested or required in any judicial or administrative proceeding or otherwise required by law. Confidential Information shall not include information known to a party prior to disclosure hereunder; or which is or becomes publicly known through no wrongful act of the other party; or which is independently developed by a party as proven by its written records; or which is disclosed to the other party by a third party without any breach of obligations of confidentiality. If there is any conflict between this section and Section 9.1(b), Section 9.1(b) shall govern.

### 9.3 Hard Drive Security

Customer acknowledges that the hard drive ("HD") on Equipment may retain images, content, or other data that you may store for purposes of normal operation of the Equipment ("HD Data"), that CSA is not storing HD Data on Customer's behalf, and that exposure or access to the HD Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of its affiliates has an obligation to erase or overwrite HD Data prior to or upon Customer's return of the Equipment to CSA or any leasing company or other disposition of the Equipment. Customer is solely responsible for its HD Data. Various security features may be available for the Equipment that Customer can utilize. Upon Customer's request, CSA will provide information regarding related options (e.g. replacement HD) and services, which might 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 that could be construed to apply to HD Data.

### 10. Professional Services

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

(a) Implementation Services are rendered at or about the time of Equipment installation and may include (but shall not be limited to) review of print applications, validation of hosts and network paths, validation of system configuration(s), and overview of printer/server operation. The cost of Implementation Services shall be set forth on the applicable Schedule or PPS-approved Purchase Order and does not typically require on-going maintenance.

(b) Consulting Services shall be provided as mutually agreed between CSA and Customer. Customer and CSA shall negotiate the services to be provided and the cost to Customer, which shall be set forth in a Schedule or PPS-approved Purchase Order (or statement of work attached thereto). The Schedule or PPS-approved Purchase Order shall include the completion date (if applicable), total cost, a description of the work to be performed, acceptance criteria (if applicable) and maintenance charges (if applicable).

(c) If Consulting Services includes the creation or provision of custom software (defined for this section as "Custom Software"), these terms also apply: (i) bug fixes are provided at no additional charge if maintenance support is included in the Schedule or PPS-approved Purchase Order or statement of work for the Consulting Services and if so, will be provided under the terms of Section 11.4(a); (ii) examples of maintenance charges that may be charged for Custom Software would include software revisions under the same terms as Section 11.4(b) and new software releases under the same terms as Section 11.4(c). Support for Custom Software does not include moving the Custom Software to different equipment or operating system levels and does not include updates or upgrades of any third party software or resolution of network errors not directly related to software. All support will be provided remotely. If on-site support for Custom Software is required, CSA will charge its then published hourly service rates and minimum charges for service time, plus actual travel expenses.

(d) Unless otherwise agreed to in writing, all ideas, improvements, know-how, discoveries, and techniques including without limitation, computer programs, routines and code, developed in connection with Professional Services ("Deliverables" or Custom Software) shall be owned by CSA, and upon creation thereof (and subject to Section 8(a)(iii) hereof), CSA grants to Customer a personal, non-exclusive, non-transferable royalty-free limited license to use such Deliverables/Custom Software in the United States solely for internal use and solely in conjunction with Equipment identified in a Schedule or PPS-approved Purchase Order. At Customer's request, CSA will, under the terms of such a license, make available to Customer information created as a result of Professional Services provided under this Section 10, and affixed in a tangible medium of expression.

### 11. Maintenance

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

11.1 Customer shall: (a) provide CSA reasonable and safe access, subject to Customer's and governmental safety and security rules and regulations, to the Equipment and/or Software for performance of maintenance as deemed necessary by CSA; (b) allow CSA to store reasonable quantities of maintenance equipment and/or parts on Customer's premises; (c) provide a suitable environment for the Equipment and/or Software in accordance with manufacturer's environmental requirements; and (d) inform CSA promptly of any operating problems. Environmental conditions are critical to proper equipment operation and must be maintained per the product specifications. Should Customer fail to maintain environmental conditions for the Equipment or if Customer fails to provide CSA access to the Equipment as deemed necessary by CSA for preventive or remedial services, at its sole discretion, CSA may suspend service coverage. Upon environmental remediation (or proper access to the Equipment), based on a CSA service evaluation, the Equipment may require service due to the environmental conditions or lapse of service, which will be billed at current time and material rates pursuant to Section 11.6 herein. Maintenance services on finishing equipment does not include replacement of or provision of parts that are consumed during the operation of the finishing equipment. These parts include but are not limited to perf blades, cutter blades, dies, punches, staples, stitch wire, and glue. Customer shall acquire such parts from the manufacturer/distributor directly.

### 11.2 Equipment Support

CSA shall provide Customer: (a) CSA's standard preventive maintenance services ("PM's"), including labor and replacement parts to be provided Monday – Friday during CSA's standard business hours (the length and frequency of periods of time required for preventive maintenance will be determined by CSA); (b) corrective maintenance coverage as indicated on the applicable Schedule or PPS-approved Purchase Order, including labor and replacement parts (service on CSA holidays is available with advance notice to CSA and CSA shall bill Customer at its then current hourly rates for holiday service); (c) firmware updates, including safety related updates, to Software embedded in the Equipment as its operating system; and (d) engineering changes deemed necessary by CSA. Preventive maintenance includes testing, adjusting, cleaning and replacement of components in accordance with the Equipment service specifications. PM's performed on weekends, holidays or between 5PM and 8:00AM (at Customer's request) will be billed at CSA's holiday rates in effect at the time of such service. If by its act or failure to act Customer refuses or declines to permit installation of a safety change within thirty (30) days of CSA's request or if Customer removes or disables a safety change already installed, CSA may discontinue maintenance support services for all Equipment until such unsafe condition has been corrected. All defective parts replaced during maintenance shall become the property of CSA. Parts used for repair may be used or remanufactured in accordance with manufacturer's specifications.



### 11.3

The Equipment may contain software that allows CSA to access the Equipment remotely ("Remote Software"). In such cases, Customer authorizes CSA to use the Remote Software to (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. CSA does not have access to Customer data via Remote Software. CSA only has access to internal printer data, which is Canon Confidential Information. Upon request, CSA can provide Customer with a copy of a security white paper describing the Remote Software in more detail. It is Customer's responsibility to protect its network from all ingress and egress points, including the Remote Software network and CSA shall not be liable for any unauthorized access by third parties (except to the extent such access is caused by CSA's negligence or willful misconduct. Failure to allow such remote access may result in increased service fees and/or adversely affected repair times. 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 Software. For example, CSA utilizes the Canon Universal Gateway 2 ("UGW2") as a Remote Software 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.

### 11.4 Software Support; Modifications

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

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

(c) CSA will make "new" Software releases available to Customers covered under an active CSA software maintenance contract at reasonable upgrade prices. New Software releases are defined as those enhancements, modifications, updates, new functionality and improvements that CSA classifies as a "version release", meaning the whole number portion of the Software version changes (i.e. v1.xx >v2.xx>v3.xx etc.) ("Version Release"). Installation of Version Releases may, at CSA's sole discretion, be chargeable at CSA's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. In addition, the cost of any server hardware modifications/upgrades required to run the Version Release are the Customer's sole responsibility.

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

(e) It is the responsibility of Customer to make and maintain adequate backups of data and configuration of Software. CSA shall not be liable for any losses (of data or productivity or of any other kind) resulting from rebuilding or reconfiguring Software to the original, factory configuration. Reloading, rebuilding and reconfiguring of server software may, at CSA's sole discretion, be chargeable at CSA's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. Purchase and administration of anti-virus software is Customer's responsibility. Assistance for installing and maintaining anti-virus software is outside the scope of standard support but is available from CSA as a billable service upon request.

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

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

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

(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.

### 11.6 Services for Additional Charge

(a) The services listed in this Section are not included as part of CSA's remedial or preventive maintenance services: Services for repair of Equipment (including but not limited to inkjet heads in CSA's printers or the fuser rollers in CSA's continuous feed printers) or replacement of parts (including but not limited to inkjet heads in CSA's printers or the fuser rollers in CSA's continuous feed printers) caused or made necessary, in CSA's reasonable discretion, in whole or in part, by: (i) Customer's failure to continually provide a suitable

ambient environment in accordance with CSA's requirements; (ii) neglect, misuse, or use of the Equipment for purposes other than for which it was designed, or failure to operate the Equipment in accordance with CSA's or manufacturer's operating instructions or within manufacturer's specifications; (iii) accident, disaster, including effects of water, wind, lightning, or transportation; terrorism, vandalism or burglary; (iv) alterations of Equipment, including any deviation from Equipment design, unless previously authorized in writing by CSA; (v) attachment(s) to the Equipment, including connection of devices not supplied by CSA, which cause the Equipment to malfunction, unless previously authorized in writing by CSA; (vi) Customer's failure to perform or its failure to correctly perform the normal duties of Customer's operators ; (vii) the use of any non-CSA parts, toner, developer or inks or the use of expired toner, developer or inks ; (viii) the use of forms not in compliance with CSA's paper specifications; (ix) Customer's failure to provide CSA access to the Equipment as deemed necessary by CSA for preventive or remedial repair; (x) maintenance or repair services performed by Customer or a third party without written authorization from CSA; or (xi) pre or post processing Equipment disconnected from the printing system to which it was originally installed unless previously authorized in writing by CSA. If in CSA's reasonable discretion, Equipment has been rendered un-repairable, then CSA may refuse to render services under this Agreement and may terminate the appropriate Schedule or PPS-approved Purchase Order.

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

## **12. Supplies**

(a) Customer orders for supplies, staples, field replaceable units, Consumables, expendables or any other materials normally purchased by Customers (a) must include a valid Customer purchase order number; (b) are shipped to Customer FOB destination (prepaid and added to Customer's invoice); and (c) are subject to a twenty percent (20%) restocking fee if accepted for return by CSA pursuant to its material return authorization procedure. Toners, developers and inks ("Consumables") are not returnable. 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 (for example toners, inks or staples), CSA will ship the supplies at the earliest feasible time. Emergency Orders are subject to the premium delivery charges. Claims for defective items, item shortages and invoice discrepancies as well as notification of both lost shipments and in transit damage to items (not otherwise accepted by Customer) must be provided to CSA within ten (10) days of the earlier of either (i) receipt of the item or (ii) the invoice date.

(b) When Consumables are included in the minimum maintenance payment (or MMC/MUC as applicable), Customer is eligible to the amount of Consumables which, on average, covers six percent (6%) of the letter size media unless another coverage rate is specified in a Schedule or PPS-approved Purchase Order. For cutsheet color products, when Consumables are included in the minimum maintenance payment (or MMC/MUC as applicable), Customer is eligible to the amount of Consumables which, on average, covers ten percent (10%) of the letter size media per color (black counts as a color), unless another coverage rate is specified in a Schedule or PPS-approved Purchase Order. CSA shall reconcile and invoice Customer for any overuse and/or excess delivery of Consumables at the rates in effect at the time of such reconciliation, calculated based on coverage/use. Customer shall manage its Consumables by expiration date, using the oldest Consumables first. As such, Customer must pay for all excess Consumables even if Customer has failed to use them by their expiration date Unless specifically agreed to in a Schedule or PPS-approved Purchase Order, Consumables do not include staples, stitch wire, glue, blades, trimmers, dies or punches or other items typically consumed during the operation of the equipment, and these components will be paid for by Customer.

(c) Consumables have a shelf life which varies by product. Expiration dates are printed on the container. Customer is responsible for ordering Consumables. CSA advises Customer to place a replenishment order for one (1) month of production quantity, when its on-site stock goes below four (4) weeks of inventory. 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 life and avoid obsolescence, Customer shall manage Consumables by expiration date, using the oldest Consumables first.

## **13. Educational Services**

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

(b) Unless otherwise set forth in a writing signed by both parties, CSA rates in effect at the time of such training shall apply. CSA published rates are subject to change without notice. Customer is responsible for Customer's travel and lodging expenses. CSA will bill Customer, and Customer agrees to pay, CSA's reasonable travel, hotel and other reasonable expenses in connection with Customer on-site training sessions.

(c) Training materials for each training session are provided to Customer and/or Customer's registrants. Such training materials are CSA Confidential Information.

(d) Unless otherwise agreed in writing, Educational Services must be completed within sixty (60) days after the date of Installation. In the event Educational Services are not completed within this time period and provided the delay is not due to CSA, Customer's Educational Services shall automatically terminate with no further obligation on the part of CSA, in which case Customer shall not be entitled to a refund. Monies paid towards a training session in connection with a specific model of Equipment or software is not transferrable to any other model of Equipment or software and may not be used by Customer to pay for any other Equipment, Maintenance, Professional Services or training offering.

(e) Cancellation.

CSA may cancel an on-site training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. If a training session is cancelled by CSA and CSA and Customer do not agree to such session, upon request of Customer, CSA will refund the purchase price for the cancelled training session. CSA is not responsible for any expenses incurred by Customer or

Customer's registrant in connection with such cancellation. CSA may reschedule a training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. CSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such rescheduling.

Upon written notice to CSA received no less than five business days prior to the date of a scheduled training session, Customer may cancel such training session and receive a full refund of Customer's purchase price for such training session; or, Customer may reschedule such training session at a mutually agreeable time and place. If CSA and Customer do not agree on dates and location for a rescheduled session, upon request of Customer, CSA will refund the purchase price for the cancelled training session. In the event that CSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CSA for such actual out of pocket costs and expenses. Monies received for a training session are not refundable if the cancellation notice is received by CSA less than five business days of the Schedule or PPS-approved Purchase Order date for such training session. However, CSA may, within its sole discretion, apply such monies to a rescheduled training session. CSA is not obligated to refund any monies paid for registrants not attending any scheduled training session.

#### **14. Renewal and Termination**

Each Schedule or PPS-approved Purchase Order shall identify an initial maintenance term. The initial maintenance term shall begin upon installation of the Equipment or Software or, if already installed, upon certification by CSA. If no term is identified on the Schedule or PPS-approved Purchase Order, the initial maintenance term shall be twelve (12) months and Customer shall not terminate maintenance services during the initial term.

During any renewal period Customer may terminate maintenance services with at least ninety (90) days prior written notice. 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 prices will change in the upcoming renewal period, CSA shall provide Customer with ninety (90) days prior written notice of renewal of maintenance services.

CSA may withdraw any item of Equipment or Software from maintenance coverage (i) if CSA declares end of life for such Equipment or Software, and then only with at least ninety (90) days prior written notice or (ii) if such Equipment or Software has been removed from the Equipment Location and CSA does not offer maintenance services at the new Equipment location; . Customer shall pay monthly service charges up to the date of termination. For any prepaid amounts, CSA shall refund or credit the pro rata amount of the remaining term from the effective date of termination.

#### **15. Notices; Changes**

Notices, requests or other communications shall be in writing and delivered by (a) United States first class mail, postage prepaid, and addressed to the other party at the address set forth on the face of this Agreement (or to such other address as such party shall have designated by written notice) to the other party's appropriate billing and/or legal department contact, (b) personal delivery, or (c) commercial overnight delivery service. Such notices will be deemed to have been given on the date when received or acceptance refused, or, absent evidence thereof, within four (4) business days of mailing. Each party consents to service of process by certified mail at its address above (or such other address as described above in connection with any legal action brought by the other party. Customer authorizes CSA to fill in descriptive material in the Schedule or PPS-approved Purchase Order (including serial numbers) and to correct any errors under the Agreement or Schedule or PPS-approved Purchase Order. Provided there is no material adverse effect on performance, CSA shall have the right to change design, colors, materials or specifications of Equipment when it deems necessary.

#### **16. Miscellaneous**

This Agreement and the applicable Schedule or PPS-approved Purchase Order(s), together with any amendments that are hereafter entered into, constitute the complete and exclusive agreement between the parties with respect to the purchase of Equipment, license of Software, and purchase of Professional Services or maintenance services, and any previous agreements relating thereto are hereby superseded in their entirety. In case of a conflict between the terms of this Agreement and those of a Schedule or PPS-approved Purchase Order, the terms in the Schedule or PPS-approved Purchase Order shall prevail and shall be effective only with respect to that particular Schedule or PPS-approved Purchase Order. Any variance from or additions to the terms and conditions of this Agreement in any purchase order or other written notification from Customer will be of no effect. This Agreement (including all rights and licenses granted herein) may not be assigned or transferred by Customer to any party without the prior written consent of CSA. Any permitted assignment or transfer shall be subject to compliance by assignee or transferee as applicable, with the terms and conditions that apply to Customer under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, permitted successors and assigns.

A party may deliver the signed Agreement and any Schedule or PPS-approved Purchase Order(s) entered into hereunder to the other party by any electronic means available. By delivering the signed Agreement and any Schedule or PPS-approved Purchase Order(s) by electronic transmission, each party intends and agrees that such electronic transmission shall constitute an original of the Agreement and any Schedule or PPS-approved Purchase Order(s), shall be legally binding on each party as if the Agreement or Schedule or PPS-approved Purchase Order(s) were manually signed and personally delivered, shall be the best evidence of the Agreement, and shall be admissible in any legal proceeding. Neither party shall have any duty or obligation whatsoever to verify or inquire as to the validity, execution, signer's authority, or any other matter concerning the propriety of the facsimile or electronic transmission. No amendment hereunder shall be effective unless in writing, signed by the parties hereto and no waiver shall be effective unless in writing, signed by the party to be charged. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. No action regardless of form arising out of this Agreement or any Schedule or PPS-approved Purchase Order may be brought by either party more than one (2) years after the cause of action has arisen. Except for obligations of payment, neither CSA nor Customer shall be liable for nonperformance caused by circumstances beyond its control, during the time such circumstances exist including, but not limited to, work stoppages, 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 (each of which is a "Force Majeure Event"). Once the causes for such Force Majeure Event is rectified and remedied, both parties agree to resume performance of this Agreement. Each party shall comply with applicable federal, state and local laws, regulations and requirements, including but not limited to the Contra Costa County Better Government Ordinance, California Public Records Act, and Ralph M. Brown Act. Customer agrees that CSA may use Customer's name and/or logo in connection with press releases, marketing literature, advertising and other public announcements or publicity materials concerning the Equipment, Services and Software acquired by Customer from CSA. CSA does not acquire any ownership interest in any Customer trademarks. CSA shall properly attribute ownership of Customer's trademarks to Customer. The captions in this Agreement are for convenience only and shall not define or limit any of the terms hereof. This Agreement is the result of negotiation between the parties and, accordingly, shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO ITS CHOICE OF LAW RULES. Each party expressly and irrevocably agrees: (a) that any and all legal disputes whatsoever concerning this Agreement and any Schedule or PPS-approved Purchase Orders entered into hereunder, must be brought in the State or Federal courts located in California and that such courts shall have the exclusive jurisdiction and authority to resolve such disputes; (b) to submit to the jurisdiction of the State and Federal courts located in California, for purposes of resolving legal disputes concerning this Agreement and any Schedule or PPS-approved Purchase Orders entered into hereunder, and to waive any and all objections to personal jurisdiction and/or to venue; and (c) to the full extent allowed by law, to waive any right to trial by jury in legal disputes concerning this Agreement and any Schedule or PPS-approved Purchase Orders entered into hereunder.

**By execution hereof, the signer certifies that (s)he has read the entire Agreement, that CSA including its representatives has made no agreements or representations except as set forth herein or in the Equipment Schedule or PPS-approved Purchase Order, and that (s)he is duly authorized to execute the Agreement on behalf of Customer.**

Customer:	CSA: Canon Solutions America, Inc.
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

State of Organization:            FEIN:

**Canon Solutions America, Inc**  
**Addendum**

**Environment Requirements for varioPRINT iX-series Print Room Conditions**

Further to the maintenance section of the terms and conditions of the Agreement, Customer shall furnish a suitable installation site in accordance with CSA's power, environmental, and other requirements for the Canon varioPRINT iX-series listed on this Agreement in accordance with the environmental operating specifications including the following:

**Air handling requirements:**

- Customer's print room must remove 80 percent of the machine heat output, coupled with adequate air conditioning to mitigate the remaining 20 percent.
- Customer's print room air conditioner must be capable of bringing in 20 percent outside fresh air.

**Temperature Requirements:**

- Temperature Range: 68° F to 78.8° F
- Relative Humidity (non-condensing) Range: 40% to 60% RH
- Room Air Pressure Range: 840 - 1060 (mbar)

Environmental conditions are critical to proper equipment operation and must be maintained per the manufacturer's environmental requirements. Should Customer fail to maintain environmental conditions for the Equipment, at its sole discretion, CSA may suspend service coverage. Upon environmental remediation, based on a CSA service evaluation, the Equipment may require service due to the environmental conditions, which will be billed at current time and material rates.

**Additional specifications**

**Reverse Osmosis Water:** The varioPRINT iX-series requires a supply of reverse osmosis (RO) water. The Customer is responsible for purchasing, installing, and maintaining the RO water system.

**Compressed Air:** The Customer must provide a filtered air supply to the printer that meets a minimum pressure of 5 bar or 72.5 psi dry and oil free. The maximum pressure is 12 bar or 174 psi dry and oil free. The maximum consumption is 445l/min or 15.7cfm

**Media and Ink Storage:**

- A storage room for media must maintain a temperature between 64F to 79F.
- The media relative humidity must be maintained between 45% ± 15% RH.
- Media that is stored in an uncontrolled (out of spec) environment must be allowed to acclimate in an environment that meets storage specifications for at least 24 hours before loading. If the media temperature in the storage area or during transport is significantly below the print room temperature the media should acclimate for a longer period.
- Ink/solvents temperature must be maintained between 41F to 86F.

## Our Promise to you...

Canon Solutions America is committed to Total Customer Satisfaction by providing the highest quality products and services.

We have demonstrated this commitment for equipment, technical service, logistics and systems support. Consistent Quality and Total Customer Satisfaction are long term, ongoing commitments at Canon Solutions America.

The strength of these commitments is expressed in the following manner:

---

## Total Quality Customer Satisfaction Guarantee

---

*Canon Solutions America is committed to providing you with the world's finest products and services backed by our Total Quality Customer Satisfaction Guarantee for your satisfaction. Our Guarantee commits us to promptly repair the Canon branded PPS/LFS cut sheet printing equipment that you purchase, rent or lease from us that fails to perform for you in accordance with its published specifications, provided such equipment is continually covered under our equipment maintenance agreement, such failure is not caused by accident or misuse, you use supplies approved by CSA, and you comply with the terms of your sales, rental, license, lease and service agreements, as applicable, pertaining to such equipment. The Guarantee applies for a period of three years from the date of installation while under continuous maintenance agreement, or through the end of the initial term of your lease or rental. This guarantee does not apply to used or remanufactured equipment or products, or to continuous feed equipment. In the event the equipment cannot be repaired, CSA in its sole discretion will replace the equipment with a similar model at no cost to you.*

*Finally, if, in your opinion, we have failed to satisfy you in anyway at any time, you may call your sales representative or your service manager at 800-355-1385.*

**Canon Solutions America**  
**Production Printing Systems**  
4560 Communication Ave, Suite 100  
Boca Raton, Florida 33431  
1-800-815-4000  
[www.csa.canon.com](http://www.csa.canon.com)