



Village of Itasca
Community Development Department

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www.itasca.com

MEMORANDUM

TO: President Jeff Pruyn
Village Board of Trustees

RE: Canon- Oce PlotWave
Lease Proposal Update

FROM: Shannon Malik Jarmusz, AICP
CD Director

COTW: September 3, 2019

CC: Dan Corcoran
IT Director

ENCL:

Background

The Village has a lease through Canon for an Oce PlotWave 340 large format printer and scanner. That lease went into effect on September 15, 2014 and the five-year term expires on September 30, 2019. The IT Director has negotiated a new lease proposal for replacement equipment, the newer model Oce PlotWave 345, at a substantial cost savings of \$4,200 over the new 5-year term.

A large format system has been in place at Village Hall for more than a decade and the equipment is used on a regular basis by the Community Development Department, Public Works, and Police, to print large format documents such as maps and plans as well as to digitize hard copy documents for electronic backup. The cost of leasing is roughly equivalent to the cost of purchase and routine maintenance and operations costs are included through the lease.

Currently, the monthly payment amount for the Oce PlotWave 340 is \$520. The proposed payment for the upgraded Oce PlotWave 345 is \$450.

Requests Before the Village Board

- A. Lease proposal with Canon Solutions America for Oce PlotWave 345.

RECOMMENDATION

Staff recommends approval of the new lease proposal for the large format printer and scanner due to cost savings and in order to avoid connectivity and support issues.



CANON SOLUTIONS AMERICA, INC.

("Service Provider")

Large Format Solutions
LEASE AGREEMENT

CFS-1520 (12/17)

CANON FINANCIAL SERVICES, INC. ("CFS")

Remittance Address: 14904 Collections Center Dr.
Chicago, Illinois 60693 Phone: (800) 220-0200

CFS AGREEMENT NUMBER: DBA

COMPANY LEGAL NAME: VILLAGE OF ITASCA
BILLING ADDRESS: 550 W IRVING PARK RD
EQUIPMENT ADDRESS: 550 W IRVING PARK RD
CITY: ITASCA
COUNTY: IL
STATE: IL
ZIP: 60143-2018

Table with 2 main columns: EQUIPMENT INFORMATION and NUMBER AND AMOUNT OF PAYMENTS. Includes rows for PlotWave 345 Printer and Scanner Express III.

Term in months: 60
Payment Frequency: Monthly
End of Term Purchase Option: Fair Market Value
Total Amount Due at Signing *:
Maintenance and Supplies Included in Payment*: (Separate Service Provider agreement required.)

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER AND IS SUBJECT TO AND CONDITIONED UPON CREDIT APPROVAL BY CFS. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED
CANON FINANCIAL SERVICES, INC.
By:
Title:
Date:

AUTHORIZED CUSTOMER SIGNATURE
By: X
Printed Name:
Tax ID#:
If proprietor, DOB:
Date:
By: X
Printed Name:
Email Address:

ACCEPTANCE CERTIFICATE
To: Canon Financial Services, Inc. ("CFS")
Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been complete, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.
Signature:
Printed Name:
Title (if any):
Date:

TERMS AND CONDITIONS

1. AGREEMENT: CFS leases to Customer, a organized under the laws of the State of with its chief executive office at, and Customer leases from CFS, with its place of business at 158 Gather Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this Lease Agreement ("Agreement").
2. TERM OF AGREEMENT: This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above, any Interim Period, and any renewal periods. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof. The term of this Agreement shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer under this Agreement 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 hereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term.
3. PAYMENTS: Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS ("Payments"). Customer also agrees to pay to CFS an interim payment in an amount equal to 1/30th of the monthly amount of the Payment multiplied by the number of days between the Commencement Date and the Agreement Date ("Interim Period"), as determined by CFS. The amount of each Payment and the End of Term Purchase Option ("Purchase Option") price specified above are based on the supplier's best estimate of the cost of the Equipment and any related maintenance and supplies. Customer authorizes CFS to adjust the Payment and Purchase Option herein by up to fifteen percent (15%) if the actual total cost of the Equipment and any related maintenance and supplies, including any sales or use tax, is more or less than originally estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever.
4. APPLICATION OF PAYMENTS: All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.
5. ADVANCE PAYMENTS: 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, and in no event shall any amount paid in advance earn interest except where required by applicable law.
6. NO CFS WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "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. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties agreed to between Customer and the manufacturer, dealer, or

supplier, solely for the purpose of making and prosecuting any such claim, the rights, if any, which CFS may have against the manufacturer, dealer, or supplier for breach of warranty or other representation respecting 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 THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.
7. ACCEPTANCE; DELIVERY: Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not, for any reason, revoke that acceptance; however, if Customer has not within ten (10) days after delivery of such Equipment, delivered to CFS written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement. Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.
8. LOCATION; LIENS; NAMES; OFFICES: Customer shall not move the Equipment from the location specified herein 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's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The jurisdiction of organization and chief executive office address of Customer are 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 its form of organization (including, without limitation, its jurisdiction of organization), and shall execute and deliver to CFS such documents as required or appropriate.
9. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS: Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. 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 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 herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.
10. INDEMNITY: Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.
11. MAINTENANCE; ALTERATIONS: 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 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 terms of this Agreement. If indicated in the "Maintenance and Supplies Included in Payment" box above, the charges established by this Agreement include payments for maintenance services related to the Equipment and/or supplies (collectively, "Services"); such amounts are

included in the Payments as an accommodation to Customer and the Service Provider. Service Provider is responsible for providing the Services, which will be performed by the Service Provider (or its authorized agent or designee) pursuant to a separate agreement ("Service Provider Agreement"). Customer agrees that once in each twelve (12) month period following the first anniversary of this Agreement, Service Provider has the right to increase the portion of the Payments related to such Services on each anniversary of the Commencement Date in an amount not to exceed fifteen percent (15%) of such charges which were in effect immediately prior to such increase. Customer acknowledges that CFS is not responsible for any Services, whether provided for in this Agreement or in any other agreement between Service Provider and Customer, and that if Customer has a dispute regarding the Equipment or the Services, Customer will continue to pay all charges due under this Agreement without deducting or withholding any amounts.

12. 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 payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

13. INSURANCE: Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such 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. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. 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", which shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; plus (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) the "Asset Value," which shall be: (A) for an Agreement with a \$1.00 Purchase Option, \$1.00; (B) for an Agreement with a Fair Market Value Purchase Option or no Purchase Option selected, the Fair Market Value of the Equipment (as defined herein); and (C) for an Agreement with an Other Purchase Option, the respective dollar amount of such Purchase Option indicated on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, 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 to Equipment under any such insurance policy. If within ten (10) days after CFS' request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the obligation, to obtain insurance covering CFS' interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. CFS and any of its affiliates may make a profit on the foregoing.

14. LOSS; DAMAGE: Customer assumes and 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 this Agreement. In the event of damage to any 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 terms of this Agreement), or (b) pay CFS the Remaining Lease Balance. Upon CFS' receipt of the Remaining Lease Balance, CFS shall transfer the applicable Equipment to Customer "AS-IS, WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

15. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under this Agreement, 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) Customer or any Guarantor who is a natural person dies.

16. 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) to require Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement, with CFS retaining title to the Equipment; (b) to terminate any and all agreements 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 hereunder, 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 (i) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) 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 this Agreement. 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.

17. LATE CHARGES; EXPENSES OF ENFORCEMENT: If Customer fails to pay any sum to be paid by Customer to CFS under this Agreement 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 hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

18. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, 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.

19. RENEWAL; RETURN: Except in the case of an Agreement containing a \$1.00 Purchase Option, this Agreement shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to CFS, at least ninety (90) days' before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof and at the end of such term exercises such Purchase Option, or (ii) does not want to renew this Agreement and at the end of such term returns the Equipment as provided below. Unless this Agreement automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of this Agreement, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. Customer must disassemble and pack the Equipment for shipment in a manner authorized by Service Provider (or its authorized representative) and provide for its reassembly at the return location specified by CFS, at Customer's sole cost and expense. Customer may contact Service Provider, who may, at its sole discretion, assist Customer with such activities for an additional fee. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to CFS as provided herein, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion hereof that such return is delayed. Customer shall reimburse CFS for any costs incurred by CFS to place the Equipment in good operating condition. Customer is responsible for any loss in value of the Equipment resulting from (a) Customer's failure to maintain the Equipment in accordance with this Agreement or the Service Provider Agreement or the Equipment's operator manual, (b) any damage to the Equipment during return or shipping and handling and (c) any missing components, options, accessories, software and/or user technical documentation.

20. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION. To exercise this option, Customer shall give CFS ninety (90) days' prior irrevocable written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of this Agreement plus any applicable taxes, expenses, charges and fees. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon ninety (90) days' prior irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value (unless the Purchase Option is \$1.00), plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be CFS' retail price at the time Customer notifies CFS of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, CFS shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

21. 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 and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. 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. Without limiting the foregoing, if applicable, Customer should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.

22. 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 this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement 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 this Agreement.

23. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT 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.

24. WAIVER OF OFFSET: This Agreement 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 supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under this Agreement, 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.

25. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT 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 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 AND DELIVERY HEREOF, AND CFS, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

26. MISCELLANEOUS: All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice to CFS to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that 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 this Agreement. 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 or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and CFS and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

Initials: _____

Customer Agreement

Contract Nbr:	407112-2
Contract Date:	9/2/2019
Business Unit:	LFS

Sold To Company
VILLAGE OF ITASCA
550 W IRVING PARK RD
ITASCA, IL 60143-2018

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

Condition	Financial Summary
Bundled Lease	Financing Company: Canon Financial Services, Inc.
Amount Not Financed	Total Price:* \$0.00 <small>*All items and applicable transportation charges are financed</small>
Service	Initial Term:* 60 Months Billing Freq:** Monthly Payment:*** Included in Lease Payment <small>Usage billed to: VILLAGE OF ITASCA, 550 W IRVING PARK RD, ITASCA, IL 60143-2018 *Reference the Solution Summary section for specific charges and entitlements **Frequency listed is reflective of base maintenance only ***Base maintenance payment is included in the lease payment</small>

Contract Content					
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Displacement Details	2	Product Specific T&C's	3	Easy Pac II Amendment	11

Authorization	
<p>By execution hereof, the signer certifies that (s)he has read the entire Customer Agreement ("Agreement"), that CSA or its representatives have made no agreements or representations except as set forth herein and that (s)he is duly authorized to execute the Agreement on behalf of Customer. In case of a conflict between the Customer Agreement Terms and those in the transaction details, the terms in the transaction details shall prevail.</p>	
Customer Authorized Signature	CSA Authorized Signature
<p>Authorized Signature _____</p> <p>Printed Name _____</p> <p>Title _____ Date _____</p>	<p>Authorized Signature _____</p> <p>Printed Name _____</p> <p>Canon Solutions America, Inc. • One Canon Park • Melville, NY 11747 Corporate Address _____ Date _____</p>

Contract Nbr:	407112-2
Contract Date:	9/2/2019
Business Unit:	LFS

Solution Summary: 1. PlotWave 345 Printer w/Scanner Express III

Quantity: 1

Configuration: 1.1 PlotWave 345 Printer

Configuration Type	Activity Type	Transportation Type
PW345	New Placement	Delivery & Installation

Service				
Initial Term	Coverage Information	Price Fixed For	Billing Frequency	Usage Frequency
60 Months	1x5 M-Fr 8-5pm	12 Months	Monthly	Monthly
Months	Service Condition Details	Billable Meter	Usage Charges	
1-60	Standard Maintenance --Supplies Included Includes Automatic Shipment of: 1 unit of TONER shipped Semi-Annually. --Term entitlement of 10 units.	Total Square Feet	Allowance of 2000 Monthly With Excess of \$0.04100 per Square Foot	

Configuration: 1.2 Scanner Express III

Configuration Type	Activity Type	Transportation Type
SCEXP3	New Placement	Delivery & Installation

Service				
Initial Term	Coverage Information	Price Fixed For	Billing Frequency	Usage Frequency
60 Months	1x5 M-Fr 8-5pm	12 Months	Monthly	Monthly
Months	Service Condition Details	Billable Meter	Usage Charges	
1-60	Standard Maintenance --Supplies Not Included	N/A	N/A	

Ship To Location: VILLAGE OF ITASCA, 550 W IRVING PARK RD, ITASCA, IL 60143-2018

Displacement Details

In order to receive the pricing set forth in the Customer Agreement/Schedule for the Equipment replacing the equipment and products set forth herein (the "Trade-in Products"), Customer hereby agrees that (i) in the case of Trade-In Products owned by Customer, Customer warrants that it has clear and merchantable title to all such Trade-In Products and Customer shall, at CSA's discretion and direction, either scrap such Trade-In Products on site or allow CSA to remove the Trade-In Products and Customer hereby sells, transfers and assigns to CSA all right, title and interest in and to all such Trade-In Products and all embedded software provided therewith; or (ii) in the case of Trade-In Products leased from Canon Financial Services, Inc. ("CFS"), Customer shall allow CSA to remove the Trade-In Products and return them to CFS; or, (iii) in the case of non-CSA Trade-In Products leased by Customer from a third party (referred to in this form as a "Competitive Displacement"), Customer shall, to the extent permitted under Customer's agreement with its lessor, either return said third party products to the lessor or acquire title to and dispose of such Trade-In Products. In all cases described above, Customer warrants to CSA that it has full right and authority to enter into this agreement and agrees that CSA shall not have any liability to Customer or any third party whatsoever.

Displacement Type	Model	Serial Number	Removal Method	Equipment Location
CSA Buyout	PW340	330805356	By CSA	550 W IRVING PARK RD ITASCA 601432018
CSA Buyout	SCEXP2	350203186	By CSA	550 W IRVING PARK RD ITASCA 601432018

Customer Agreement

Contract Nbr:	407112-2
Contract Date:	9/2/2019
Business Unit:	LFS

Transaction Specific Terms and Conditions

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

Terms and Conditions

Product Specific Terms and Conditions

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

Sol Nbr.	Configuration Type	Terms and Conditions

Customer Agreement Terms and Conditions

Common Terms

1.0 DEFINITIONS.

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

2.0 This Agreement governs the provision of Products and NOLI Products identified in the Solution Summary and/or Solution Details and shall be in effect from the earlier to occur of: (i) the date the Agreement, signed by Customer, is countersigned by CSA; or, (ii) shipment of the Product; or, (iii) performance of any Professional Services and/or Maintenance. Once this Agreement becomes effective and legally binding as set forth in this Section, it is non-cancelable. All acquisitions are subject to credit approval. In case of a conflict between the terms herein and the terms in the transaction details, the terms in the transaction details shall prevail. CSA has no responsibility for the decision or effect of the decision of Customer to acquire NOLI Products, even if CSA helps Customer identify, evaluate or select such NOLI Products. Customer and CSA shall sign a separate addendum ("Supplemental Agreement") in connection with the purchase of such NOLI Products.

"Equipment" means hardware that is New/Newly Manufactured, Factory Produced New Model, Like New, Remanufactured, Refurbished or Used. "New/Newly Manufactured" shall mean equipment that has been newly assembled and tested to assure product performance and reliability specifications. "Factory Produced New Model" shall mean equipment that has been subject to a process of disassembly, cleaning, refinishing, replacement of defective components with new or used components and has been converted to new-model status. Such equipment is newly serialized equipment with new features and/or functions. Customer is the first user of this equipment, which is fully tested to assure product performance and reliability specifications. "Like New" means equipment previously on trial, used as a demo unit, shown at a trade show or equipment with nominal foot/copy count. All Like New equipment has been maintained by CSA, has not been pre-owned by any other party and has a nominal foot/copy count from a controlled pre-production environment. "Remanufactured" shall mean

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

3. Delivery; Risk of Loss; Insurance

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

4. Installation and Site Preparation

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

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

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

5. Payment and Taxes

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

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

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

6. Warranty; Limitation of Liability

Sections 6.1 – 6.3 do not apply to NOLI Products.

6.1 Equipment Warranty

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

6.2 Software Warranty

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

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

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

6.3 Service Warranty

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

6.4 Disclaimer

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

6.5 Limitation of Liability

(a) NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, DATA, REVENUE OR PROFIT, OR FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR DAMAGES SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY ANY THIRD PARTY INCLUDING CUSTOMERS OF CUSTOMER, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

(b) EACH PARTY'S MAXIMUM LIABILITY FOR ANY CLAIM FOR DAMAGES RELATING TO ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT SHALL BE LIMITED: (A) WITH REGARD TO EQUIPMENT, TO THE PURCHASE PRICE OF THE EQUIPMENT; (B) WITH REGARD TO SOFTWARE, TO THE LICENSE FEE OF THE SOFTWARE; (C) WITH REGARD TO MAINTENANCE SERVICES, TO AN AMOUNT EQUAL TO TWELVE (12) MONTHS OF MONTHLY MAINTENANCE CHARGES FOR THE RELATED EQUIPMENT, SOFTWARE OR SERVICES GIVING RISE TO SUCH DAMAGES; AND (D) WITH REGARD TO PROFESSIONAL SERVICES, TO THE AMOUNT PAID FOR THE PROFESSIONAL SERVICES GIVING RISE TO SUCH DAMAGES.

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

7. Title; Security Interest; Trade-in

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

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

8. Default and Remedies

(a) Any of the following shall constitute a default by Customer ("Default"): (i) failure to pay any amounts when due and such failure remains unremedied for thirty (30) days from the due date; or (ii) failure to comply with any material provisions or perform any of its material obligations arising under this Agreement or under any other documents or agreements relating to this Agreement, and such failure remains unremedied by Customer for a period of thirty (30) days from any such failure.

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

9. Intellectual Property Infringement Claims

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

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

10. Grant of License; Confidentiality; Security

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

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

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

10.2 Neither party will use for any purpose, other than performing this Agreement, or disclose to any third party any trade secrets or non-public information of the other party or its affiliates including, but not limited to, marketing information and strategy, marketing models, product information, advertising and promotional copy, pricing information, financial information, customer lists, test results, and all other proprietary information, trade secrets and non-public information (hereinafter referred to collectively as "Confidential Information"). The parties agree to restrict circulation of all Confidential Information within their own organization, except to the extent necessary to perform its obligations, and in no case will any disclosure be made to any third party, unless such disclosure is requested or required in any judicial or administrative proceeding or otherwise required by law. Confidential Information shall not include information known to a party prior to disclosure hereunder; or which is or becomes publicly known through no wrongful act of the other party; or which is independently developed by a party as proven by its written records; or which is disclosed to the other party by a third party without any breach of obligations of confidentiality.

10.3 Hard Disk Drive Security

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

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

11. Professional Services

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

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

(b) Consulting Services shall be provided as mutually agreed between CSA and Customer. Customer and CSA shall negotiate the services to be provided and the cost to Customer, which shall be set forth in a Consulting Services Agreement or Statement of Work Addendum ("SOW") to this Agreement. The SOW shall include the completion date (if applicable), total cost, a description of the work to be performed, acceptance criteria (if applicable) and maintenance charges (if applicable).

(c) If Consulting Services includes the creation or provision of custom software (defined for this section as "Custom Software"), these terms also apply: (i) bug fixes are provided at no additional charge if maintenance support is included in the SOW for the Consulting Services and if so, will be provided under the terms of Section 12.4(a); (ii) examples of maintenance charges that may be charged for Custom Software would include software revisions under the same terms as Section 12.4(b) and new software releases under the same terms as Section 12.4(c). Support for Custom Software does not include moving the Custom Software to different equipment or operating system levels and does not include updates or upgrades of any third party

software or resolution of network errors not directly related to software. All support will be provided remotely. If on-site support for Custom Software is required, CSA will charge it's then published hourly service rates and minimum charges for service time, plus actual travel expenses.

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

12. Maintenance

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

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

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

12.3 The Equipment may contain software that allows CSA to access the Equipment remotely ("Remote Software"). In such cases, Customer authorizes CSA to use the Remote Software to (a) receive software updates and transmit use and service data accumulated by the Equipment over Customer's network by means of an HTTPS (or other) protocol and (b) store and analyze such data solely for CSA's own purposes related to servicing the Equipment and for Product improvement. CSA does not have access to Customer data via Remote Software. CSA only has access to internal printer data, which is Canon Confidential Information. It is Customer's responsibility to protect its network from all ingress and egress points, including the Remote Software network and CSA shall not be liable for any unauthorized access by third parties (except to the extent such access is caused by CSA's negligence or willful misconduct)

12.4 Software Support; Modifications

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

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

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

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

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

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

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

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

(b) CSA will provide Remote Support to those Customer employees who have been issued an ID code providing email/telephone access to the CSA Software Support Center. Customer shall be responsible for controlling ID code access and for any unauthorized use of ID codes. ID codes are non-transferable.

12.6 Services for Additional Charge

(a) The services listed in this Section are not included as part of CSA's remedial or preventive maintenance services: Services for repair of Equipment (including the inkjet heads in CSA's printers or the fuser rollers in CSA's continuous feed printers) or replacement of parts (including the inkjet heads in CSA's printers or the fuser rollers in CSA's continuous feed printers) caused or made necessary, in CSA's reasonable discretion, in whole or in part, by: (i) Customer's failure to continually provide a suitable environment in accordance with CSA's requirements; (ii) neglect, misuse, or use of the Equipment for purposes other than for which it was designed, or failure to operate the Equipment in accordance with CSA's or manufacturer's operating instructions or within manufacturer's specifications; (iii) accident, disaster, including effects of water, wind, lightning, or transportation; terrorism, vandalism or burglary; (iv) alterations of Equipment, including any deviation from Equipment design, unless previously authorized in writing by CSA; (v) attachment(s) to the Equipment, including connection of devices not supplied by CSA, which cause the Equipment to malfunction, unless previously authorized in writing by CSA; (vi) Customer's failure to perform or its failure to correctly perform the normal duties of Customer's operators; (vii) the use of any non-CSA parts, toner, developer or inks; (viii) the use of forms not in compliance with CSA's paper specifications; (ix) maintenance or repair services performed by Customer or a third party without written authorization from CSA; or (x) pre or post processing Equipment disconnected from the printing system to which it was originally installed unless previously authorized in writing by CSA. If in CSA's reasonable discretion, Equipment has been rendered un-repairable, then CSA may refuse to render services under this Agreement and may terminate this Agreement.

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

13. **Ordering of Supplies and Other Materials**

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

14. **Educational Services**

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

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

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

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

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

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

15. **Renewal and Termination**

The Financial Summary shall identify an initial maintenance term. If no term is identified in the Financial Summary-, the initial maintenance term shall be twelve (12) months and Customer shall not terminate maintenance services during the initial term. Customer may terminate maintenance services in any renewal period upon at least ninety (90) days prior written notice. The initial maintenance term shall begin upon installation of the Equipment or Software or, if already installed, upon certification by CSA. Maintenance shall be automatically renewed for successive one (1) year terms at CSA's then-current charges and under the terms and conditions herein unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. CSA shall provide Customer with ninety (90) days prior written notice of renewal of maintenance services. CSA may withdraw any item of Equipment or Software from maintenance coverage (i) if such Equipment or Software has been removed from the Installation Site; (ii) if Customer violates any terms or conditions of this Agreement; or (iii) if CSA declares end of life for such Equipment or Software, and then only with at least ninety (90) days prior written notice. Customer shall pay monthly service charges up to the date of termination. For any prepaid amounts, CSA shall refund or credit the pro rata amount of the remaining term from the effective date of termination.

16. Notices; Changes

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

17. Miscellaneous

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

Neither party shall have any duty or obligation whatsoever to verify or inquire as to the validity, execution, signer's authority, or any other matter concerning the propriety of the facsimile or electronic transmission. No amendment hereunder shall be effective unless in writing, signed by the parties hereto and no waiver shall be effective unless in writing, signed by the party to be charged. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. No action regardless of form arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has arisen. Except for obligations of payment, neither CSA nor Customer shall be liable for nonperformance caused by circumstances beyond their control, during the time such circumstances exist including, but not limited to, work stoppages, floods, and Acts of God. Customer agrees that CSA may use Customer's name and/or logo in connection with press releases, marketing literature, advertising and other public announcements or publicity materials concerning the Equipment, Services and Software acquired by Customer from CSA. CSA does not acquire any ownership interest in any Customer trademarks. CSA shall properly attribute ownership of Customer's trademarks to Customer. The captions in this Agreement are for convenience only and shall not define or limit any of the terms hereof. This Agreement is the result of negotiation between the parties and, accordingly, shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CHOICE OF LAW RULES. Each party expressly and irrevocably agrees: (a) that any and all legal disputes whatsoever concerning this Agreement must be brought in the State or Federal courts located in Suffolk County, New York and that such courts shall have the exclusive jurisdiction and authority to resolve such disputes; (b) to submit to the jurisdiction of the State and Federal courts located in Suffolk County, New York for purposes of resolving legal disputes concerning this Agreement and to waive any and all objections to personal jurisdiction and/or to venue; and (c) to waive any right to trial by jury in legal disputes concerning this Agreement.

Canon Solutions America, Inc.

Easy Pac II Amendment

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

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

Customer:	VILLAGE OF ITASCA
Contract No:	

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT # 407112-2 BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.

Definitions

- "Excess Charges" means charges in excess of the SmartClick Allowance.
- "Program" means the Océ EasyPac II Océ TDS Black Toner/Océ PlotWave Black Toner/ Océ ColorWave Toner Pearls Cartridge Program.
- "Scheduled Supplies" means: in connection with Océ TDS Equipment and Océ PlotWave Equipment, the fixed amount of Océ Black Toner to which Customer is entitled as set forth in the Agreement.
- "Supplies" means: (i) for Océ TDS Equipment and Océ PlotWave® Equipment, Océ Black Toner; (ii) for Océ ColorWave Equipment, Océ TonerPearls® cartridges.
- "Supplies Entitlement" means: in connection with the Océ ColorWave Equipment, the amount of Océ TonerPearls cartridges to which Customer is entitled as set forth in the Agreement.
- "SmartClick™" means a CSA proprietary measurement derived from (1) the amount of toner used; plus (2) the area of media used, for each application printed on the Equipment.

Supplies Program

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

Supplies Shipment

A. For Océ TDS Equipment or Océ PlotWave Equipment and provided Customer is not in default: Supplies shipments will be automatically shipped and will continue for the full term of the Agreement, without Customer's request or without requiring any documentation or order confirmation from Customer. For Océ TDS Equipment and for Océ PlotWave Equipment, one unit of supplies is equal to one carton of Océ Black Toner. Changes to this shipment schedule are valid only upon execution of a new amendment to the Agreement. CSA will ship only on the periodic shipment schedule dates. CSA will not accelerate or expedite shipments unless otherwise approved by CSA.

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

Pricing

For Océ TDS Equipment and Océ PlotWave Equipment: CSA will ship the Scheduled Supplies for the term of the Agreement. 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.

For Océ Colorwave Equipment – SmartClick Excess Plan: 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. 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.

Term

Customer may not terminate this Program except as set forth herein. This Amendment shall commence on the start date of the Agreement and shall remain in effect for an initial term as stated on the Customer Agreement. The Program shall be automatically renewed for successive one (1) year terms at CSA's then current charges, for a *pro rata* amount of the Supplies Entitlement based on the Supplies Entitlement for the initial term and under the terms and conditions of the Agreement and this Amendment unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. CSA may also notify Customer ninety (90) days in advance that the Supplies covered under this Agreement will no longer be available for any subsequent renewal terms. Customer may terminate this Program in any renewal term upon ninety (90) days prior written notice. Upon the termination of the maintenance/toner program in a renewal period, The Customer agrees to be invoiced and agrees to pay for the excess toner that was used/shipped to Customer before the termination date along with all payments due up to the termination date for the period in question including any excess copy charges. For prepaid agreements, CSA will refund or credit the pro rata price of the remaining term as detailed above.

Miscellaneous

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

Returns

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

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

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



CANON SOLUTIONS AMERICA

Plot Wave PW345/PW365 Site Survey



Site Survey Information

Customer Name: VILLAGE OF ITASCA		
Department:	Floor:	Room/Suite:
Address: 550 W IRVING PARK ROAD		
City: ITASCA	State: IL	Zip: 60143
Contact Name: DAN CORCORAN	Phone: 630-773-0835	Ext:
Region: 430:CHICAGO	Service Zone : <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3	
Inspection Date: 8.30.2019	Install Date: 9.30.2019	

Comments:

Delivery Requirements

Is the loading dock available:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Delivery hours? To:		
If not, list building entrance dimensions		Height: 84" Width: 36"
Maximum truck length which can be accommodated (in feet)	Any physical impediments to dock use: If yes please detail:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Door Width: 36" Corridor Width: 42"	Will an elevator be used?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Elevator hours? To:	Elevator appointment required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, contact name & phone:		
Elevator Dimensions (in inches): Width	Depth:	Load Capacity:
Elevator Door Opening (in inches):	Height:	Width:
Customer to move fixed obstructions prior to installation unless special arrangements are made. If "No", list specifics, contact and phone number:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Will floor protections be required:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the floor condition been confirmed satisfactory by the customer?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Current Equipment

Replacement Equipment		
Make:	Model:	Serial Number:
To Be Removed By:		
Special Instructions:		
<p>* If existing equipment is to be removed by CSA, additional labor will be invoiced at current published service rates.</p>		

Additional Delivery Requirements

Is a power lift on the truck required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will metal plates be required for some areas?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is a forklift available at the customer site? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are pallet jacks available at the customer site? Two short ones (4 feet)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Plus one Long one (6 feet) if possible	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is a crane required for delivery of equipment?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If a crane is required, is access sufficient (for example, a window)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Stair Crawler Required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

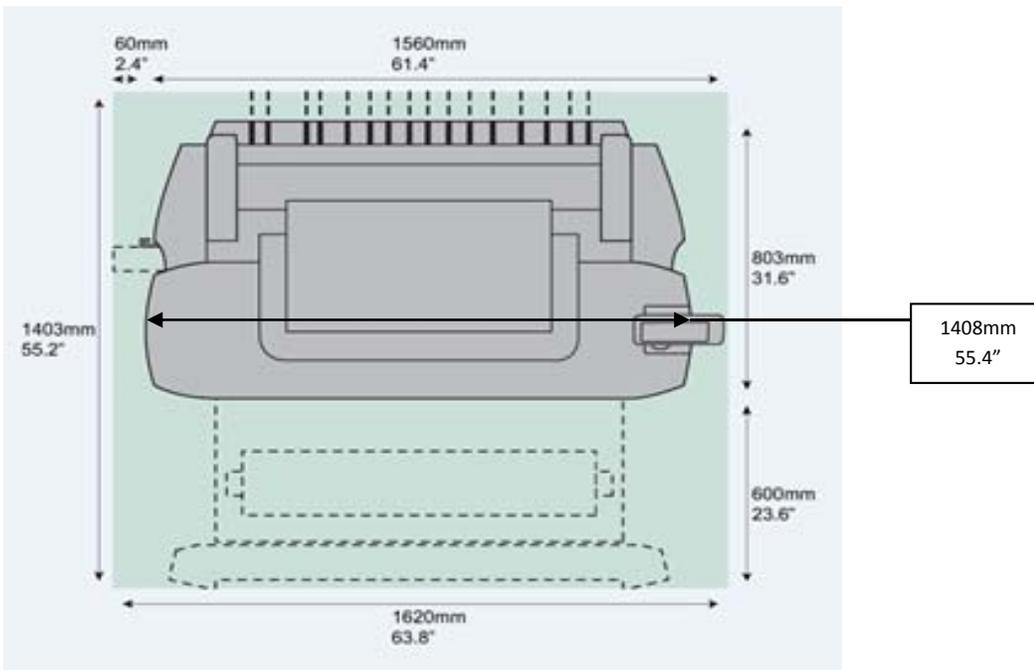
Key Operator Training

Key Operator(s) will be trained upon completion of install: (To be determined)			
Key Operator	Name:	Phone/Ext:	
Key Operator	Name:	Phone/Ext:	
Date and Time:	Prime Shift	Second Shift	Third Shift
Field Engineer:			
No. of Students:			

Space Requirements

See Diagrams Below

The printing system (with or without the optional Scanner Express) requires a floor space / working area of at least **1620 mm x 1403 mm (63.8 inches x 55.2 inches)**. With the addition of a Receiving Tray, the floor space/working area is now **1620 mm x 2140 mm (63.8 inches x 84.3 inches)**.

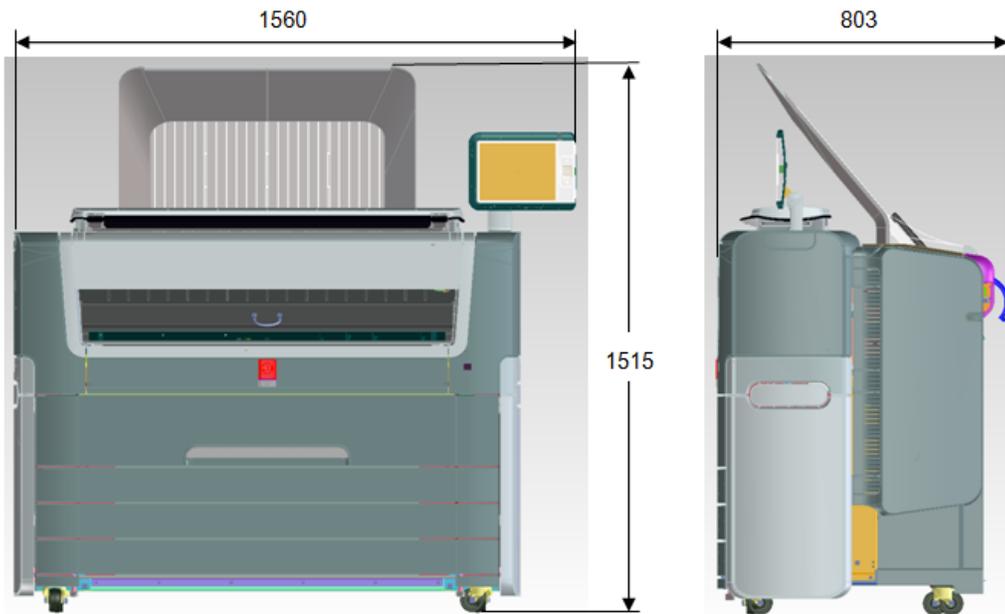


• **Maximal dimensions (mm)**

LxWxH = 1560 x 803 x 1515

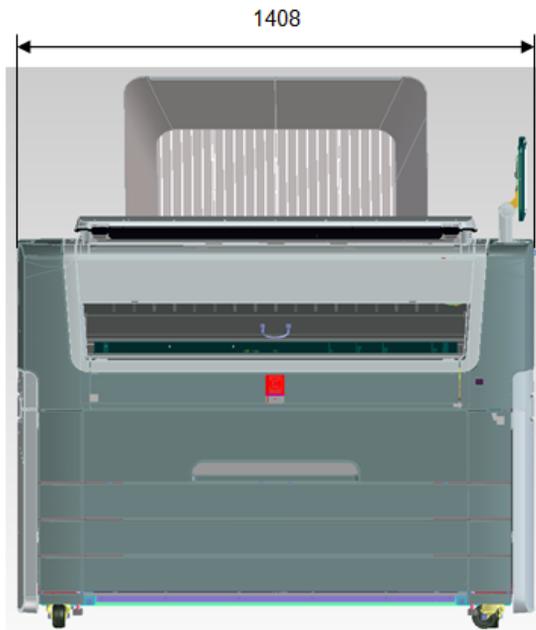
Maximum dimensions (inches)

LxWxH = 61.4" x 31.6" x 59.7"



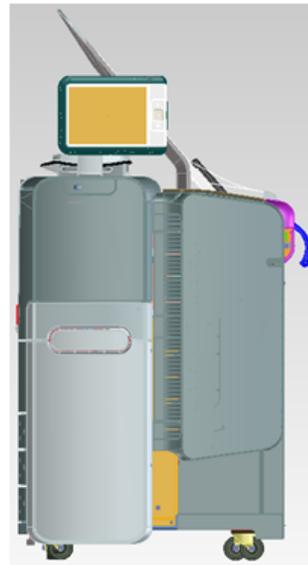
- **Multi-Touch User Panel turned**

LxWxH = 1408 x 803 x 1515 (mm)



Multi-Touch User Panel Turned

LxWxH = 55.4" x 31.6" x 59.7" (inches)



- **Without Multi-Touch User Panel, TDT-RACK, FINGERS and LEVERS**

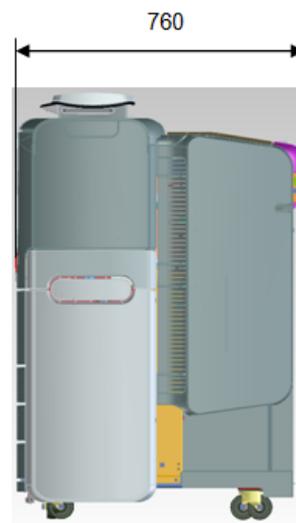
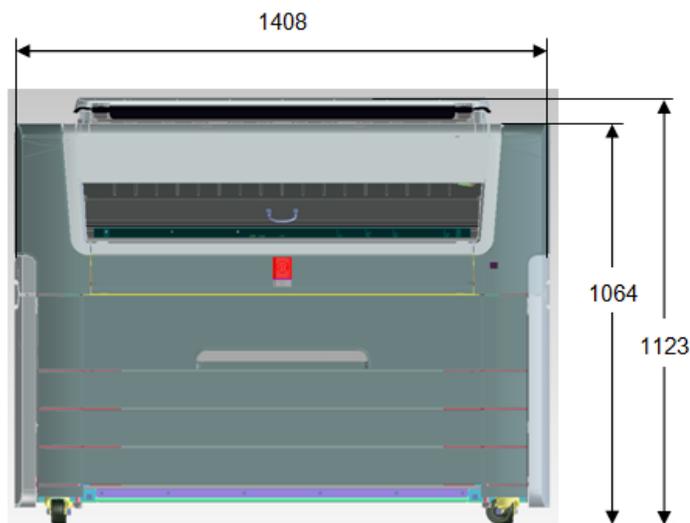
LxWxH = 1408 x 760 x 1123 (mm)

LxWxH = 55.4" x 29.9" x 44.2" (inches)

- **Without Scanner:**

LxWxH = 1408 x 760 x 1064 (mm)

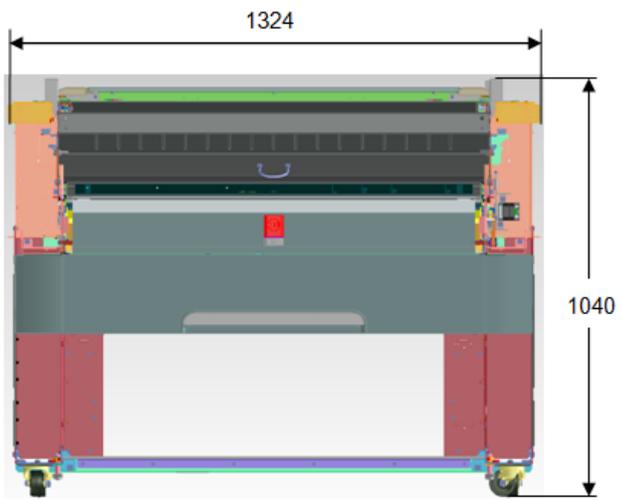
LxWxH = 55.4" x 31.6" x 41.9" (inches)



- **Without Covering**

$L \times W \times H = 1324 \times 760 \times 1040$ (mm)

$L \times W \times H = 52.1" \times 29.9" \times 40.9"$ (inches)



Environmental Conditions

Temperature and relative Humidity	Temperature		R.H.
	□ C	□ F	%
Guaranteed performance area	20	68	30
	27	81	30
	27	81	60
	20	68	60
Reasonable performance area	18	63	25
	30	86	25
	30	86	75
	18	63	75
Room volume and ventilation	System		
Minimum Room Volume	25 m ³		
Minimum Room Ventilation (Natural ventilation)	12,5 m ³ /hour		

Shipping Information

Machine Dimensions Unpacked	Depth		Width		Height without Top Delivery Tray and User Interface		Height with Top Delivery Tray and User Interface	
	(mm)	(“)	(mm)	(“)	(mm)	(“)	(mm)	(“)
PlotWave 345/365	800	31.5	1527	61.1	1052	41.4	1495	58.9
PlotWave 345/365 Multifunction Express	800	31.5	1527	61.1	1110	43.7	1495	58.9
PlotWave 345/365 Delivery Tray	1474	58	1169	46	839	33	839	33

Machine Dimensions Packed on Pallet

	Depth		Width		Height			
	(mm)	(“)	(mm)	(“)	(mm)	(“)		
PlotWave 345/365	1455	57.3	845	33.3	1276	50.2		
Scanner Express II	1245	49	331	13	483	19		
PlotWave 345/365 Delivery Tray	1220	48	1016	40	432	17		

Machine Weight

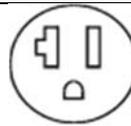
	Unpacked, 2 Rolls		Unpacked				
	Kg	lbs	Kg	lbs			
PlotWave 345/365			180	397			
PlotWave 345/365 Multifunction Express (Excludes paper rolls)			200	441			
1 Paper Roll			19	44			
PlotWave 345/365 Delivery Tray							

Electrical Requirements

Customer is responsible for providing the electrical power as outlined below prior to the machine installation. Electrical receptacle (as shown below) is required. Electrical Supply must be a dedicated line.

- 115 Volt
- 3 Wire Ground

- 20 Amps for Plotwave



NEMA 5-20R
for Printer

The electrical service will be available on:

Field Service Information

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

Delivery Information

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

Site Survey - Acceptance Signatures

Customer	Date
CSA	Date
Service Manager	Date

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

Return to:
 Canon Solutions America
 Attn: Business Operations
 425 N. Martingale Rd. Schaumburg, Illinois 60173
 LFS_Orders@csa.canon.com
 SASG_Orders@csa.canon.com



Proposal for:
Village of Itasca



Oce PlotWave 345

Issue Date: 8.14.2019

Presented By:
Ted Towey
Account Executive
312-399-5123
etowey@csa.canon.com

Canon Solutions America, Inc.
100 Park Blvd
Itasca, IL 60143

Canon
CANON SOLUTIONS AMERICA



Overview of PlotWave345

The Village of Itasca is currently using the Océ PlotWave340 for reproduction of customers large format documents such as; plots, plans, building permits, construction drawings, engineering documents and other plan sets. In addition to print, there is a built-in color scanner for scanning in red-line drawings, older documents for archiving and making copies of customer plans.

Prior the current model, the Village had an Océ TDS300 wide format solution. This prior device was in place for over 8 years, upon learning the controller (MS NT) was no longer supported by Microsoft, the Village decided to lease a new unit to not face a similar connectivity and support issue.

The current unit is on a 5 year lease that expires in 2019. The current device is 5 years old and working with a Microsoft Windows7 controller. Microsoft is discontinuing support of MS WIN7 on 1/14/2020. Due to the end of the lease and the support from Microsoft, the Village is looking at a replacement model from Canon/Océ. The following is a breakdown of current usage and spend along with a proposed solution.

Current Install Info

Install Date: 9/15/2014

Lease Expire Date: 9/30/2019

60 Month FMV

2,000 SQFT Maintenance w Toner

Lease Payment: \$324

Service Payment: \$196.66

Total Payment: \$520.66

Productive Toner Based unit with 4 D's/Min print speed

- Toner based unit , fast print speeds
- Print 4 D's/Min

2 Roll unit with the ability to hold 650' Rolls

- 650' Roll eliminates the need to change paper as often, less user interaction
- Ability to have two rolls loaded at once, less manual interaction with the device

Adobe PDF Printing/Windows 8 Controller

- Océ is the only large format manufacturer on the marketplace with true Adobe PDF processing
- Windows8 Controller for up to date IT needs

Océ Patented Radiant Fusing Technology

- Instant-on technology, first print out under 40 seconds
- 1/3 less parts than traditional xerography

Océ Direct Print

- Direct Print allows users to view multiple PDFs as well as batch print

Canon Direct Service & Support

- Canon Solutions America has direct support and service. The national support center is located in Itasca, IL and there are 5 service techs for the Chicago area to support customers with little downtime in operations. Single billing from Canon Financial
- Ability to grow your office needs with software. i.e Accounting, print tracking, archiving, etc.
- This the 4th Generation of proven technology of the PlotWave series with 100s of units in the field

Océ PlotWave 345 Printing System

Cloud integrated, advanced large format technical document management

The Océ PlotWave 345 printing system is a productive monochrome multifunction printing system in a space saving, single footprint design. The optional top-mounted Scanner Express III provides seamless scanning and copying capabilities. Thanks to the Océ ClearConnect multi-touch user panel, operation is as easy as using a tablet or smartphone. Walk-up users will appreciate the ability to access technical document files from their cloud of choice, preview files on the color screen, and print, all from the printer's color touchscreen. With capacity of up to 2 rolls of media and speed of 4 D-size prints per minute, it's ideal for low-volume (LV) printing environments.

Feature Details and Benefits

- **Océ ClearConnect 10.4" color LCD touchscreen interface with multi-touch**
 - The same high-end projective capacitive touch technology used on the iPad mobile device and on high-end smartphones
 - No stylus required or screen pressure necessary to navigate and select options
- **NEW! Ability for scan to file naming from touchscreen keyboard on Océ ClearConnect user panel**
 - Enhanced project collaboration opportunities are possible through integrated cloud printing and scanning
 - Access your project documents directly at the printer using the Océ ClearConnect multi-touch user panel
 - Locate and pull files from the cloud, a network location, or a USB flashdrive, all from the user panel
 - Scan directly to virtually unlimited destinations in the cloud or intranet
- **NEW! Ability for user authentication requirement prior to accessing cloud service**
 - Avoid expensive errors with intuitive preview functions
 - Intuitive preview functions on the Océ ClearConnect user panel and in the Océ Wide Format Printer Driver 2.0 for Microsoft Windows allow for printing complex drawings correctly the first time
 - Potential errors are visible in the "What you see is what you print" preview
- **Océ PowerM embedded controller with Windows Embedded Standard 8 (WES8) for today's IT environments**
- **Integrated, top-mounted Océ Scanner Express III with Océ Color Image Logic automatically compensates for wrinkles and light colors to produce superior results**

The Océ PlotWave 345 provides walk-up users with the ability to print from or scan to the cloud via the ClearConnect user panel. This cloud enabled technical document workflow meets the demand for enhanced workgroup collaboration among project team members.



Thanks to the Océ ClearConnect software it is possible to create a link to a cloud destination. It is possible to print a file from the cloud or to save a scan file to the cloud. Benefits can include:

- Synergy between AEC project team members
- Print the last updated files directly from any cloud of your choice
- Thanks to open WebDAV protocol, you can access WebDAV supported clouds directly from the Océ ClearConnect multi-touch user panel
- The number of cloud destinations is unlimited



Océ Radiant Fusing

Océ Radiant Fusing is an Eco friendly fusing method providing instant-on machine availability with no warm-up time. It consumes less energy and emits less noise and ozone when compared to other fusing methods. In addition to the environmental benefits, it also provides incredible, consistent quality. During the Radiant Fusing process, the toner melts and is fused to the media via heat rising from a grid of wires, without distorting the image.

Advantages

- No warm up time.
 - Enables quick machine availability even from sleep mode
- Sharper output.
 - Prevents resolution loss, dot size degradation and line fuzziness since the toner melts exactly where it is placed on the media
- Low power consumption.
 - Reduces energy usage with Energy Star approved Radiant Fusing. The grid of wires used in fusing are heated instantly limiting the amount of power required in stand-by/ready and sleep modes.
- Less noise and less heat
 - Minimizes distractions. With no pressure rollers, a lower temperature is maintained with Radiant Fusing technology. Since the system heats and cools instantly, there is no need for noisy fans and the system runs quietly in stand-by/ready and sleep modes.
- Greater long-term reliability
 - Generates less internal heat and uses fewer consumable parts (no fuser-rollers or fuser oil). The lower total heat preserves all parts of the machine enabling a longer life.

How the technology works

The following process occurs in the Radiant Fusing method:

- 1.Toner is placed on the media
- 2.The media is passed over a grid/array of heated wires. The grid of wires used in the Radiant Fusing method heat and cool quickly similar to a toaster. Conventional technologies use heated fuser rollers that require extensive warm-up time or high levels of energy consumption to keep them hot while waiting for prints in stand-by/ready mode.
- 3.Heat passes through the media and the toner virtually melts into the media. Since the media does not run through pressure and heated fuser rollers, there is minimal image distortion providing sharp image quality

Printing Applications/Software

Adobe PDF Print Engine (APPE)

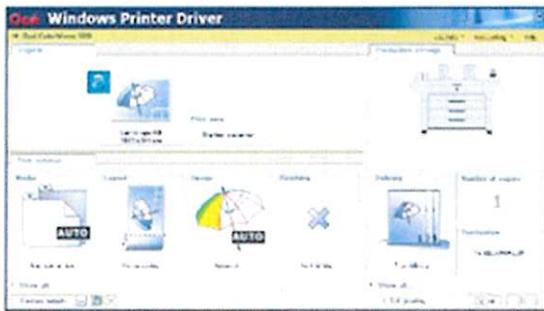
In many PDF workflows, PDF must be converted to Adobe PostScript before processing at the RIP/controller. In many cases converting files to PostScript requires that transparency be flattened, device-independent colors be converted to device-dependent colors, and so on. Often file's contents are converted multiple times to prepare it for output. Every conversion compromises the integrity of the original design, especially when designs becoming more complex.

Previewing too is a challenge. When previewing, software uses a different rendering than the RIP/controller. Soft proofs or previewing on screen may be unreliable. Print providers may resort to iterative proofing cycles to ensure that customers know what to expect. In summary, every conversion often leads to quality loss and errors.



Application Printing

For application printing, the printer is supported by the Océ Wide format Printer driver 2 for Microsoft® Windows. The most current version of drivers can always be obtained at www.csa.canon.com. The latest version of Windows Print Driver 2.0 or higher is supported by the Océ PlotWave 500. This Autodesk certified driver provides a comfortable print-preview on screen and is an intelligent driver that automatically informs the end-user of any mistakes or conflicts prior to printing.



Océ Direct Print: Large format print submission made easy

- Large format batch plotting print submission software compatible with most of today's popular file formats and printers, including Canon, Océ and non-Océ devices
- Easy to use, simple intuitive interface, single interface to support multiple printers, including both black & white and color
- Optional integration with accounting software, including both Océ Account Center software and third party software, to track all copy and print jobs
- Preview files before printing using thumbnail or full document preview

FEATURES AND BENEFITS

- Océ Direct Print software lets administrators set up secure print queues and printers, enabling restricted device access where required.
- Océ Direct Print software has multi-page TIFF and PDF support, view and print all or a portion of the file.
- Océ Direct Print software supports printing file formats such as TIFF, CALS, JPG, DWF, DWFx, HPGL/HPGL2/ HPRTL, PDF and Adobe® PostScript® 3 files. Océ Direct Print software will print only those files that the printer controller is licensed to print.
- Océ Direct Print software lets users edit settings on both document and job levels and maintain full control over print settings.



Océ PlotWave 345 System Configuration

- Monochrome printer with 4D-size per minute output
- Color enabled scanner for copying
- Océ PowerM embedded controller
- Adobe® Postscript/PDF printing
- Top Stacker (50 E Size Sheet Capacity)
- Windows 8 Controller
- **Onsite System integration services & training**
- **Delivery and installation by a trained systems engineer**
- **Media Start-up Kit (toner, developer & bond paper)**
- **Q3 Promotion: \$2500 Savings**

Product	Current Payment	Proposed Payment	Savings
PlotWave345	\$520/Month	\$450/Month	\$70/Month Over \$4000 course of agreement

PlotWave345 Maintenance

- 2,000 SQFT/Month
- Unlimited Color Scanning

Océ OPTIMIZE.IT program

Why choose the Océ OPTIMIZE.IT program?

OPTIMIZE.IT is a simple, usage-based program that provides a single, consolidated monthly invoice that includes all maintenance on the equipment, software, service, training, toner, and developer.

Other benefits include:

- A low cost per square foot for the entire contract term
- A quarterly square foot allowance to smooth monthly volume changes (Reduces excess square foot costs)
- Flexibility to rollover 50% of your unused allowance to the next quarter
- Toner will be automatically shipped according to a predetermined schedule based on your print volume requirements.



Value of Canon Solutions America Direct Sales

- Dedicated Service and support staff. 93% Close Rate on first call
- National Service Organization based in Itasca, IL
- Systems Consultants, full support from our system consultant to install drivers, set up scan destinations and provide full technical support for all software and technical support
- Full support from sales, service and supplies all one company-one phone call
- Technical Support Help Desk-Solve software issues over the phone
- All supplies located in Illinois, quick turn around on orders
- Dedicated Supplies Account Manager

Why Choose Canon Solutions America?

There are many reasons why Canon Solutions America is a premier choice for you to consider for your imaging systems/document management needs. Here are a few:

We are a single-source solutions provider. Our hardware, software and third-party enablers combine for one of the most diverse portfolios in the industry.

We are a Canon U.S.A Company. The relationship we have with our parent company is a strong and valued one. We are committed to providing outstanding quality and value that lives up to the Canon name.

Canon is an industry leader. Being a recognized market share leader is not reason 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.

Our ability to draw upon the support of Canon U.S.A. and Océ B.V. and the technology they represent, while retaining the flexibility to create local programs that meet the specific needs of the markets we support, is a one-two combination rarely found in business.

The addition of services and vertical market solutions represents the level of commitment we have to supporting our customers. **We will continue to develop ways in which to improve our capabilities** and ultimately provide you with outstanding customer service.



Océ Implementation services

Océ Systems Consultants offer your organization onsite professional consulting services. They are involved in your sales cycles from the first product demonstration thru systems integration and finally end user training. They bring you significant cost and time savings by building a solution that lets you truly benefit from efficient document and printing workflows through our real world expertise and professional training. Océ Systems Consultants support your solutions so you gain precisely the software, hardware and services that will grow your business and satisfy your customer needs.

Implementing your document solution can be a complex activity, taking up scarce time and resources. Done improperly it can bring your processes down and leave your employees without the information to do their jobs. Océ professionals, armed with knowledge gained from thousands of implementations, provide services to get you up and running smoothly.

Overview of the Implementation services you will receive with your Océ device:

- Installation & Configuration of Print Driver(s) on one (1) Server or Workstation
- Create custom page sizes (if needed)
- Configure up to three (3) Scan-to-File destinations (if purchased)
- Configure Copy & Scan templates
- Test print from key applications and on typical sheet sizes
- Customize system settings to customer's needs
- Customer will also be trained to:
- Access and Change system defaults
- Configure Templates (copy & scan)
- Backup system settings
- Manage the Queue
- Deploy your new Print Drivers
- Océ Systems Consultant will train you on the following items:
- Use system
 - Print from applications
 - Use an Océ batch print tool
 - Copy, Scan (as purchased)
- Perform Key operator functions
 - Power On/Off
 - Add consumables
 - Clear jams
- Perform Administrator functions
 - Configure Templates
 - Configure Scan Destinations
 - Configure Network Settings
 - Retrieve meter readings
 - Basic Troubleshooting
 - Place Service Calls

RESOLUTION NO 1145-19

A RESOLUTION ACCEPTING A PROPOSAL FROM CANON SOLUTIONS OF AMERICA, INC. AND AUTHORIZING A LEASE AGREEMENT FOR THE USE OF AN OVERSIZED COPIER BY THE VILLAGE OF ITASCA

WHEREAS, pursuant to Section 11-61-3 of the Illinois Municipal Code, the Village of Itasca is authorized to enter into a lease for the use of personal property to be used for public purposes; and

WHEREAS, Canon Solutions America, Inc. has proposed to lease an Oce PlotWave 345 oversized copier for a 5-year term at a cost of \$450.00 a month, as detailed in Canon Solutions America, Inc.'s proposal, attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the corporate authorities of the Village of Itasca wish to accept Canon Solutions American, Inc.'s proposal, Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Village President and the Board of Trustees of the Village of Itasca, DuPage County, Illinois, as follows:

SECTION ONE: The corporate authorities of the Village of Itasca hereby accept Canon Solutions America Inc.'s proposal, Exhibit A.

SECTION TWO: The corporate authorities of the Village of Itasca hereby authorize the Village President, or his designee, on behalf of the Village of Itasca, to sign and execute a lease agreement consistent with Exhibit A, Canon Solutions America Inc.'s proposal, for an Oce PlotWave 345, contingent on approval by the Village attorney.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in effect immediately from and after its passage and approval.

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAIN: _____

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca this 17th day of September, 2019.

APPROVED:

Village President Jeffery J. Pruyn

ATTEST:

Village Clerk Jody Conidi