

RESOLUTION NO. 2014 - 064

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A LEASE AGREEMENT WITH CANON FINANCIAL SERVICES, INC. AND A CUSTOMER AGREEMENT WITH CANON SOLUTIONS AMERICA, INC. FOR A WIDE FORMAT MULTI-FUNCTION PRINTER, COPIER, AND SCANNER; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, several departments of the Town, including the Public Works Department, Town Clerk, Procurement, Code Enforcement and Planning & Zoning are required to electronically process wide format documents (e.g., construction drawings, surveys, plans, etc.) and the Town currently uses outside vendors for printing, copying and storing wide format documents; and

WHEREAS, all wide format documents must be retained as public records by the Town, in accordance with the State's retention schedule, and storage at the Town Hall is limited; and

WHEREAS, if the Town had a wide format multi-function printer/copier/scanner, the Town would not have to out-source copying, printing, scanning and storage of said wide format documents; and

WHEREAS, Town Staff reviewed equipment costs based on comparative GSA pricing, technical specifications and performance efficiencies offered by three manufacturers, Canon/Oce', Ricoh and Toshiba/Kip in accordance with the Town's procurement policy and after review and evaluation, staff determined Canon/Oce' would be the best choice overall for meeting Town Staff needs as outlined above.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

SECTION 1. ADOPTION OF RECITALS. The above-referenced recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The Town Council hereby approves the leasing of a wide format multi-function printer/copier/scanner from the manufacturer Canon/Oce', pursuant to a Lease Agreement with Canon Financial Services, Inc. and a Customer Agreement with Canon Solutions America, Inc.

SECTION 3. The Mayor the Town Administrator, as attested by the Town Clerk and approved as to legal form and correctness by the Town Attorney, are hereby authorized and directed to enter into a Lease Agreement with Canon Financial Services, Inc. and a Customer Agreement with Canon Solutions America, Inc. for a wide format multi-function printer/copier/scanner, in substantially the form attached hereto as Exhibit "A", with such changes, insertions and omissions as may be necessary to effectuate the intent of this Resolution.

SECTION 4. SAVINGS CLAUSE. If any section, paragraph, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unenforceable, such decision shall not affect the validity of the remaining sections, paragraphs, sentences, clauses or phrase of this Resolution.

SECTION 5. CONFLICTS. All resolutions or parts thereof which conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 6. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 30th day of September, 2014, on a motion by

Council Member McKay, seconded by Vice Mayor Jablonski .

Nelson	<u>Yes</u>
Jablonski	<u>Yes</u>
Breitkreuz	<u>Yes</u>
Fisikelli	<u>Yes</u>
McKay	<u>Yes</u>

Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u> </u>
Abstaining	<u> </u>



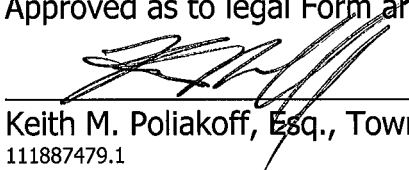
Jeff Nelson, Mayor

ATTEST:



Russell Muñiz, MMC, Town Clerk

Approved as to legal Form and Correctness



Keith M. Poliakoff, Esq., Town Attorney
111887479.1



CANON SOLUTIONS AMERICA

LEASE AGREEMENT

CFS-1020 (07/13)

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

COMPANY LEGAL NAME TOWN OF SOUTHWEST RANCHES		DBA		PHONE (954) 343-7444	
BILLING ADDRESS 13400 GRIFFIN RD		CITY SOUTHWEST RANCHES	COUNTY BROWARD	STATE FL	ZIP 33330-2628
EQUIPMENT ADDRESS 13400 GRIFFIN RD		CITY SOUTHWEST RANCHES	COUNTY BROWARD	STATE FL	ZIP 33330-2628
EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS		
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *	
1		PW340 / PlotWave 340 Printer (PW340)	5	\$4,474.00	
1		SCEXP2 / Scanner Express II (SCEXP2)			
1		IPF760C / imagePROGRAF 760 Printer (IPF760C)			
FIRST PAYMENT AMOUNT			Term in months: 60 * Plus Applicable Taxes		
FIRST & LAST PAYMENT(S)	+	SECURITY DEPOSIT	=	TOTAL DUE AT SIGNING	
\$		\$		\$	
<input type="checkbox"/> Nonrefundable			Check must accompany Agreement		
			Payment Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other:		
			END OF TERM PURCHASE OPTION		
			<input type="checkbox"/> FAIR MARKET VALUE <input type="checkbox"/> 10% \$ (estimated) <input checked="" type="checkbox"/> \$1.00 <input type="checkbox"/> Other		

THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS SCHEDULE ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

ACCEPTED CANON FINANCIAL SERVICES, INC. By: <u>Robert J. Senol</u> Title: <u>Doc Admin II</u> Date: _____		AUTHORIZED CUSTOMER SIGNATURE TOWN OF SOUTHWEST RANCHES By: <u>Jeff Nelson, Mayor</u> Andrew D. Berny Town Administrator APPROVED AS TO FORM AND CORRECTNESS Dated this <u>30th</u> day of <u>June</u> 2014 Keith McDaniel, Jr. Town Attorney	
ACCEPTANCE CERTIFICATE			
To: Canon Financial Services, Inc. ("CFS") The Customer certifies that (a) the Equipment referred to in the above Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to the Customer, and (d) the Equipment is irrevocably accepted by the Customer for all purposes under the 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 Municipal Corporation organized under the laws of the State of Florida, with its chief executive office at 13400 Griffin Rd Southwest Ranches FL 33330-2628 and Customer leases from CFS, with its place of business at 158 Galther Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to all such equipment (the "Equipment"), upon the terms and conditions set forth in this Lease Agreement ("Agreement"). The amount of each Payment specified in Number and Amount of Payments section above and the 10% or Other Purchase Option price specified above are based on the supplier's best estimate of the cost of the Equipment. Such Payments and Purchase Option prices will be adjusted upward or downward if the actual total cost of the Equipment, including any sales or use tax, is more or less than the estimate and, in that event, Customer authorizes CFS to adjust such Payments and Purchase Option price by up to fifteen percent (15%).
 - 2. AGREEMENT 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," and (b) such other amounts permitted hereunder as invoiced by CFS ("Payments").
 - 3. 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 CFS's 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.
 - 4. TERM OF AGREEMENT:** The term of this Agreement shall commence on the date the Equipment is delivered to Customer, provided Customer executes CFS's Acceptance Certificate or otherwise accepts the Equipment as specified herein. After acceptance of the Equipment, Customer shall have no right to 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 under the Agreement prior to the end of the scheduled term.
 - 5. ADVANCE PAYMENTS: SECURITY DEPOSIT:** CFS may apply, but shall not be obligated to apply, any "Advance Payment(s)" or "Security Deposit" specified above to cure any default of Customer, in which event Customer shall promptly restore to CFS any amount so applied. In no event shall any advance payment or security deposit earn interest except where required by applicable law. No portion of any security deposit will be refunded to Customer until all of Customer's obligations have been fully performed as expressly provided in this Agreement. If the "Nonrefundable" box is checked, no portion of the security deposit will be refunded to Customer for any reason whatsoever.
- SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS.

PERSONAL GUARANTY

The undersigned, (whether one or more are specified, the "Guarantor(s)"), in consideration of CANON FINANCIAL SERVICES, INC. ("CFS") entering into an Agreement (together with any schedules or supplements thereto, the "Agreement") with Customer identified above ("Customer") irrevocably and unconditionally, jointly and severally, guarantee to CFS, and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all promises, obligations and terms of the Agreement and any other financial transaction between Customer and CFS (collectively, the "Liabilities"). If Customer shall fail to pay or perform all or any part of the Liabilities when due, the Guarantors agree, upon demand, to pay any amounts which may be due from Customer and to take any action required of Customer under the Agreement. The Guarantors agree that this is an absolute and continuing guaranty and that their liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations whether or not by operation of law.

If any payment applied by CFS to the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon 90 days prior written notice to CFS, and such termination shall be effective only as to Liabilities arising under Schedules, supplements, or agreements entered into after the effective date of termination and shall not affect CFS's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date.

The Guarantors waive all damages, demands, preconditions and notices of every kind and nature, any rights of set off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. The Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to CFS's rights against Customer until Customer's indebtedness is paid in full and Customer's other obligations have been fully performed. The Guarantors consent and agree that any (i) renewals and extensions of time of payment, (ii) release, substitution or compromise of or realization upon the Equipment, other guarantees or any collateral security and (iii) exercise of any other right under this or any other agreement between CFS and Customer or any third party, may be made, granted and effected by CFS without notice to the Guarantors and without in any manner affecting the Guarantors' liability under this Guaranty.

The Guarantors agree to pay all expenses (including attorney's fees and legal expenses) paid or incurred by CFS in endeavoring to collect the Liabilities, or any part thereof and in enforcing the Guaranty. THIS GUARANTY 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 THE GUARANTORS AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE THE GUARANTORS OR THE EQUIPMENT IS LOCATED. THE GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. THE GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND CFS, BY ITS ACCEPTANCE HEREOF, HEREBY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

The Guarantors agree that CFS may accept a facsimile or other electronic transmission copy of this Guaranty as an original, and that facsimile or electronically transmitted copies of the Guarantors' signatures will be treated as an original for all purposes.

Printed Name: _____	Signature: _____	(No Title)	Date: _____
Address: _____			Phone: _____
Printed Name: _____	Signature: _____	(No Title)	Date: _____
Address: _____			Phone: _____

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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. 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 supplier, dealer, or manufacturer is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS's purchaser or assignee, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer, solely for the purpose of making and prosecuting any such claim, the rights, if any, which CFS may have against the supplier, dealer or manufacturer for breach of warranty or other representation respecting any item of Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT, OR 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 Customer's provision to CFS of other confirmation of its 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 the Equipment, delivered to CFS written notice of non-acceptance of any of the Equipment, specifying the reasons therefore and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the 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. Customer agrees to waive any right of specific performance of this Agreement and to 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 agrees that it will keep the Equipment free and clear of all claims and liens other than those created as a result of this Agreement. Customer's legal name (as set forth in its constituent documents filed with the appropriate government office or agency) is set forth herein. Upon request, Customer will deliver to CFS a good standing certificate and/or state certified constituent documents. The jurisdiction of organization of Customer is as set forth herein. The chief executive office of Customer is located at the address set forth herein. Customer will not change its name, the location of its chief executive office or its corporate structure (including, without limitation, its jurisdiction of organization) unless CFS has been given at least 30 days prior written notice thereof and Customer has executed and delivered to CFS such financing statements and other instruments required or appropriate.

9. USE; FINANCING STATEMENTS: Customer shall comply with all laws or regulations relating to the use or maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer of such Equipment.

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, (b) continuation statements in respect thereof, and (c) amendments (including forms containing a broader description of the Equipment than the description set forth herein) and Customer irrevocably waives any right to notice thereof.

10. INDEMNITY: Customer agrees to reimburse CFS for and to 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 will 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 and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

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 item of the Equipment, the Payments payable under this Agreement, 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 fees, assessments, taxes, expenses or charges as required by the Agreement, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses or charges. If such payments are made by CFS, Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administration 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 personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment which is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer and that the payment of such taxes is an administrative act. 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 AN ADMINISTRATIVE FEE, IN THE AMOUNT OF \$65, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

13. INSURANCE: Customer, at its sole cost and expense, shall 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 of 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." For purposes of this Agreement, the "Remaining Lease Balance" shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; (ii) the present value of all remaining Payments for the full term of this Agreement; (iii) the "Asset Value," and the "Asset Value" shall be: (A) for an Agreement with a \$1.00 purchase option, \$1.00; (B) for an Agreement with no purchase option or a Fair Market Value purchase option, the Fair Market Value of the Equipment shall be as defined in the terms hereof; and (C) for an Agreement with an Other or 10% Purchase Option, the amount indicated as the respective dollar amount of such Purchase Option 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 6% per year. Customer hereby appoints CFS as Customer's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If within ten (10) days after CFS's request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the duty, to obtain insurance with respect to the Equipment satisfactory to CFS, at the expense of the Customer. Customer hereby agrees that CFS shall be entitled to retain any fees earned by it in connection with any insurance obtained under this Agreement.

14. LOSS; DAMAGE: Customer assumes and shall bear the entire risk of loss, theft of, 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 item of Equipment, Customer shall immediately repair such damage at Customer's expense. If any item of 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 (such equipment will become "Equipment" subject to the terms of this Agreement), or (b) pay CFS the Remaining Lease Balance. Upon CFS's receipt of the Remaining Lease Balance, Customer shall be entitled to whatever interest CFS may have in the Equipment, in its then condition and location, without warranties of any kind.

15. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) if 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) if Customer or any Guarantor ceases doing business as a going concern; (c) if Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) if a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) if a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) if any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; (g) if Customer or any Guarantor defaults under any loan or credit agreement; or (h) if 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 declare all unpaid Payments and other amounts due and payable 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 retake possession of any or all of the Equipment (and Customer authorizes and empowers CFS to enter upon the premises wherever the Equipment may be found) and (d) to retain such Equipment and all Payments and other sums paid under this Agreement, or (i) re-lease the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the value attributed to the Equipment by CFS for purposes of calculating the payment under the new Agreement, 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 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. In the event the Equipment is not available for sale, the Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement.

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 applicable due date, Customer shall pay CFS, upon demand, an amount equal to ten percent (10%) of each such delayed Payment or ten dollars (\$10) whichever is greater for each billing period or portion of a billing period such Payment is delayed to the extent permitted by law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS's internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies under this Agreement or in enforcing any of the terms or provision of this Agreement, including, without limitation, reasonable attorney's fees and expenses and fees and expenses of 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 ITEM OF EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, the new owner will have the same rights and benefits that CFS has now and will not have to perform any of CFS's obligations which CFS will continue to perform. Customer agrees that the rights of the new owner will not be subject to any claims, defenses, or set-offs that Customer may have against CFS, including without limitation, claims, defenses or set-offs arising out of service obligations, if any, under this Agreement. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the new owner all or any part of the amounts payable hereunder.

19. RENEWAL; RETURN: Except in the case of an Agreement containing \$1.00 purchase option, this Agreement shall automatically renew on a month to month basis at the same Payment amount and frequency unless Customer, at least sixty (60) days before the end of the scheduled term or any renewal term, either (i) exercises the purchase option in accordance with the terms hereof or (ii) sends to CFS written notice that Customer does not want to renew this Agreement, and at the end of such term returns the Equipment as provided below. CFS may cancel the automatic renewal term by, at least sixty (60) days before the end of any term, sending the Customer written notice that CFS does not want the Agreement to renew. Unless this Agreement automatically renews or Customer purchases the Equipment as provided in this Agreement, 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. If for any reason Customer shall fail to return the Equipment to CFS as provided in this Agreement by the last day of the applicable term, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such delivery is delayed.

20. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION. Customer shall give CFS sixty (60) 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 sixty (60) days 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, plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be CFS's retail price at the time Customer notifies CFS of its intent to purchase the Equipment, but not less than 20% of the total cost of the Equipment. Equipment purchases shall not be available to Customer if a default hereunder has occurred and is continuing. 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 their affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (i) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, Customer should, prior to return or other disposition of the Equipment, utilize the Hard Disk Drive (HDD) (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) 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 or (c) a replacement hard drive (in which case the Customer should properly destroy the replaced hard drive). Customer will indemnify CFS, their 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.

22. WARRANTY OF BUSINESS PURPOSE: Customer represents and warrants the Equipment will not be used for personal, family, or household purposes.

23. PERSONAL PROPERTY: 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.

24. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT: No Payment is intended to exceed the maximum amount of time price differential or interest, as applicable, 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.

25. 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 AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE.

26. 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.

27. NOTICES: 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 from CFS to Customer shall be effective three 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.

28. ELECTRONIC ACCEPTANCE: 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.

29. NON-WAIVER: 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 which CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

30. MISCELLANEOUS: 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 which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of 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, 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.

31. 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 THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS, BY ITS ACCEPTANCE HEREOF, HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.



CANON FINANCIAL SERVICES, INC. ("CFS")

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

Municipal Fiscal Funding Addendum

Agreement

Number:

Agreement

Date:

GOVERNMENTAL ENTITY

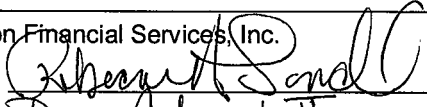

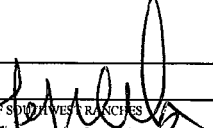
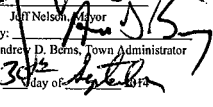
Complete Legal Name TOWN OF SOUTHWEST RANCHES

("Customer")

THIS ADDENDUM WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

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

The undersigned represents and warrants to CFS that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Governmental Entity by the following signatory has been duly taken and remains in full force and effect. CFS may accept a facsimile copy of this Addendum as an original for all purposes.

ACCEPTED		
Canon Financial Services, Inc.	ATTEST:	TOWN OF SOUTHWEST RANCHES
By: 		By: 
Title: <u>Doc Admin II</u>	Russell Muiriz, MBA, MMC, Town Clerk	Jeff Nelson, Mayor
Date:	APPROVED AS TO FORM AND CORRECTNESS	By: 
	Keith M. Pomakoff, Town Attorney	Andrew D. Berns, Town Administrator
		Dated this <u>30th</u> day of <u>June</u> , 2013

Canon Solutions America, Inc.

Customer Agreement

Division: WFPS Order Type: Unbundled Lease (Term Lease) Hardware		Contract No: Agreement No: 411892-04 Rep No: 6273	
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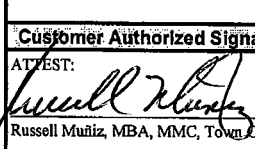
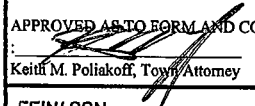
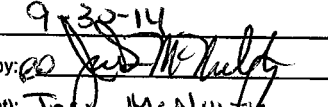
Customer's Sold To Address Company Name: TOWN OF SOUTHWEST RANCHES DBA: Contact Name: Clete Saunier Type of Entity: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> LLC (check one) Address: 13400 GRIFFIN RD Address: City: SOUTHWEST RANCHES County: BROWARD State: FL Zip: 33330-2628 Phone: (954) 343-7444					Customer's Ship To Address Company Name: -- See Site Surveys -- DBA: Contact Name: Address: Address: City: County: State: Zip: Phone:				
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Product/Equipment Supplies Description (include serial numbers and meter counts when required)	Requested Delivery	Qty	Pre-pack	Warranty (In Days)	List Price	Trade-In/Discount	Installation/Delivery	Addenda Totals	Total Net Price
A PW340	08/08/2014	1		90					
B SCEXP2		1		90					
C IPF760C		1		365					
D									

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

Service (Also used for Rental Copy Allowances/Charges)									
Number of Square Foot/Linear Foot/SmartClick/Copies	Allowance	Zone	Service Charge	Service Addend	Excess Meter Charge/SmartClick Charge (Copies will be billed separately)	Service Pricing Fixed			
A B&W 2000 Clr 0 Scan 0	SQFT	1	\$101.00	\$10.00	B&W 0.04100 Clr Scan 0	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Months			
B B&W Unlimited Clr 0 Scan 0		1	\$40.00		B&W 0 Clr Scan 0	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Months			
C B&W Clr Scan					B&W Clr Scan	<input type="checkbox"/> Yes <input type="checkbox"/> No Months			
D B&W Clr Scan					B&W Clr Scan	<input type="checkbox"/> Yes <input type="checkbox"/> No Months			

Acceptance Customer Signature acknowledges receipt of 6 (#) documents (See documents listed below) which are incorporated into this document by reference. <table style="width: 100%;"> <tr> <th>DOCUMENT NAME</th> <th>REV.</th> </tr> <tr> <td>Customer Agreement Addendum For Additional Product/Equipment</td> <td>12/12</td> </tr> <tr> <td>Customer Agreement Terms and Conditions</td> <td>12/12</td> </tr> <tr> <td>Canon ImagePROGRAF printer Amendment - LFS</td> <td>12/12</td> </tr> <tr> <td>Easy PacII Amendment</td> <td>12/12</td> </tr> <tr> <td>Site Survey</td> <td></td> </tr> <tr> <td>Canon Solutions America, Inc. Amendment</td> <td></td> </tr> </table>					DOCUMENT NAME	REV.	Customer Agreement Addendum For Additional Product/Equipment	12/12	Customer Agreement Terms and Conditions	12/12	Canon ImagePROGRAF printer Amendment - LFS	12/12	Easy PacII Amendment	12/12	Site Survey		Canon Solutions America, Inc. Amendment		Optional Service <table style="width: 100%;"> <tr> <th>After Hours Coverage</th> <th>Opt. Coverage</th> <th>Add'l Service Charge</th> <th>Call Out Charge</th> </tr> <tr> <td>A <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> <td></td> <td></td> <td></td> </tr> <tr> <td>B <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> <td></td> <td></td> <td></td> </tr> <tr> <td>C <input type="checkbox"/> Yes <input type="checkbox"/> No</td> <td></td> <td></td> <td></td> </tr> <tr> <td>D <input type="checkbox"/> Yes <input type="checkbox"/> No</td> <td></td> <td></td> <td></td> </tr> </table> Comments: Contract Compliance Code: 005 - STATE OF FL-IT HARDWARE - 250-000-03-1 This equipment is leased under a separate lease agreement by Canon Financial Services. Please see addenda for warranty information. Includes \$1,560.00 Account Credit					After Hours Coverage	Opt. Coverage	Add'l Service Charge	Call Out Charge	A <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				B <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				C <input type="checkbox"/> Yes <input type="checkbox"/> No				D <input type="checkbox"/> Yes <input type="checkbox"/> No			
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Canon Solutions America, Inc. Amendment																																											
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A <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																											
B <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																											
C <input type="checkbox"/> Yes <input type="checkbox"/> No																																											
D <input type="checkbox"/> Yes <input type="checkbox"/> No																																											

Customer Authorized Signature ATTEST:  Russell Muñiz, MBA, MMC, Town Clerk APPROVED AS TO FORM AND CORRECTNESS  Keith M. Poliakoff, Town Attorney FEIN/ SSN					CSA Authorized Signature Date: 9-30-14 Accepted by:  Name (print): Tracy McNulty VICE PRESIDENT - FINANCE Canon Solutions America, Inc. • 5450 N. Cumberland Avenue • Chicago, IL 60656				
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By execution hereof, the signer certifies that (s)he has read the entire Agreement, that CSA or its representatives have made no agreements or representations except as set forth herein and that (s)he is duly authorized to execute the Agreement on behalf of Customer.

Customer Agreement Addendum

- PW340

Agreement No:	411892-04
Rep No:	6273
Branch No:	

TOWN OF SOUTHWEST RANCHES

Standard warranty: 90 days, Unlimited

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

Customer Agreement Addendum

' - SCEXP2

Division:	WFPS
Order Type:	Unbundled Lease (Term Lease)
	Hardware

Agreement No:	411892-04
Rep No:	6273
Branch No:	

Standard warranty: 90 days, Unlimited

Form #USA9500 rev 12/18/12

Customer Agreement Addendum

- IPF760C

Division:	WFPS
Order Type:	Unbundled Lease (Term Lease)
	Hardware

Agreement No:	411892-04
Rep No:	5273
Branch No:	

Standard warranty: 365 days, Unlimited

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

Customer Agreement Terms and Conditions

Common Terms

1.0 DEFINITIONS.

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

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

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

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

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

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

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

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

8.0 DEFAULT AND REMEDIES.

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

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

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

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

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

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

Software License Terms

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

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

Product & Software Maintenance Terms

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

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

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

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

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

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

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

21.0 SOFTWARE SUPPORT.

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

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

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

Professional Services Terms

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

Educational Services Terms

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

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

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

Miscellaneous

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

Canon Solutions America, Inc.

Easy Pac II Amendment

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

Customer:	TOWN OF SOUTHWEST RANCHES
Customer #	660940

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT # 411892-04 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.
- "Océ Combo Pack" means Océ ink tank(s) and printhead(s) for the Océ TCS Equipment and Océ ColorWave® 300 Equipment.
- "Program" means the Océ EasyPac II Océ TDS Black Toner/Océ PlotWave Black Toner/Océ TCS- Océ ColorWave 300 Ink/Océ ColorWave 6xx Océ 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(s) and/or this Amendment.
- "Supplies" means: (i) for Océ TDS Equipment and Océ PlotWave® Equipment, Océ Black Toner; (ii) for Océ TCS Equipment and Océ ColorWave 300 Equipment, ink tanks, printheads, Océ Combo Pack(s) and/or maintenance cassettes; (iii) for Océ ColorWave 6xx Equipment, Océ TonerPearls® cartridges.
- "Supplies Entitlement" means: In connection with Océ TCS Equipment and the Océ ColorWave 300 Equipment the number of ink tanks, printheads, "Combo Packs", and/or maintenance cassettes to which Customer is entitled as set forth in the Agreement(s) and/or this Amendment and in connection with Océ ColorWave 6xx Equipment, the amount of Océ TonerPearls cartridges to which Customer is entitled as set forth in the Agreement(s) and/or this Amendment.
- "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 and/or this Amendment, on a scheduled or entitlement basis. Scheduled Supplies for Océ TDS Equipment will be shipped directly to the Ship to address set forth on the Cover Sheet during the term of the Agreement. Supplies for Océ TCS Equipment and/or Océ ColorWave Equipment will be shipped pursuant to Customer's order and subject to the Supplies Entitlement during the term of the Agreement. Supplies for the Océ ColorWave 6XX Equipment may be used solely with the Océ ColorWave 6xx Equipment set forth on the Cover Page and/or Customer Agreement Addendum. 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.

Equipment and Annual Allowance or Estimated Print Quantities

Printer Model: PW340
Annual Allowance or Estimated Print Volume: 24000

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.

CSA will Automatically Ship: 1 units of Toner

on the first business day:

Semi-Annually. Terms Supplies entitlement of 10 units.

B. For Océ TCS Equipment, Océ Colorwave 6xx Equipment or Océ ColorWave 300 Equipment and provided Customer is not in default: Supplies will only be shipped once an order has been placed by Customer. For Océ TCS Equipment and Océ ColorWave 300 Equipment, one unit of supplies is equal to one Océ Combo Pack. For Océ ColorWave 6xx 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 TCS Equipment or Océ ColorWave 300 Equipment: 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 as needed during the term of the Agreement. Should Customer require additional supplies beyond the contracted quantities, CSA will ship such additional quantities to Customer upon acceptance of Customer's purchase order for such additional Supplies. Customer will be invoiced separately for such additional orders over the fixed contract quantity and agrees to pay for such additional quantities. CSA reserves the right to refuse shipment of additional Supplies. This Program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.

For Océ Colorwave 6xx 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 of a period of 57 months. The Program shall be automatically renewed for successive one (1) year terms at CSA's then current charges, for a *pro rata* amount of the Supplies Entitlement based on the Supplies Entitlement for the initial term and under the terms and conditions of the Agreement and this Amendment unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. CSA may also notify Customer ninety (90) days in advance that the Supplies covered under this Agreement will no longer be available for any subsequent renewal terms. Customer may terminate this Program in any renewal term upon thirty (30) days prior written notice. If Customer provides written notice of Intent to terminate during the first thirty (30) days of a renewal term, Customer shall be responsible for the charges for the period of coverage up until the effective date of termination. After the first thirty (30) days of coverage in any renewal term, Customer may provide notice to terminate the Program subject to a termination charge equal to the monthly charges for twelve (12) months or the period of this Program remaining in the renewal term, whichever is less. For prepaid agreements, CSA will refund or credit the *pro rata* price of the remaining term less the applicable termination charge.

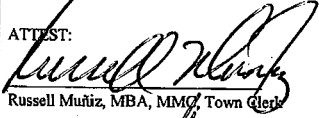
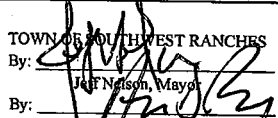
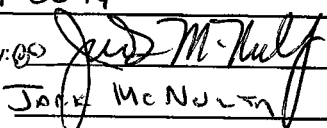
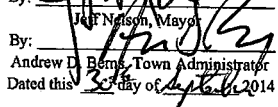
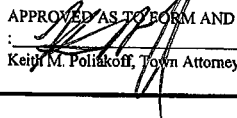
Miscellaneous

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

Returns

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

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

Customer Authorized Signature		CSA Authorized Signature
ATTEST:	TOWN OF SOUTHWEST RANCHES	Date: 9-30-14
	By: 	Accepted by: 
Russell Muñoz, MBA, MMC, Town Clerk	Jeff Nelson, Mayor	Name (print): JACK MCNULTY
APPROVED AS TO FORM AND CORRECTNESS	By: 	Title: VICE PRESIDENT - FINANCE
	Andrew D. Berns, Town Administrator	
Keith M. Poliakoff, Town Attorney	Dated this 30 day of September 2014	

Canon Solutions America, Inc.

Canon imagePROGRAF printer
Amendment - LFS

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

Customer:	TOWN OF SOUTHWEST RANCHES
Customer #	580940

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF AGREEMENT #_411892-04_ BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment. In the event that this Amendment conflicts with the terms of the Agreement, the terms of this Amendment shall control.

Definitions:

- "Canon Equipment" means the model(s) of the Canon imagePROGRAF printer(s) set forth on the Cover Sheet.
- "Canon Products" means the software, consumables, accessories and/or parts used in connection with the Canon imagePROGRAF Equipment and set forth on the Cover Sheet and/or Customer Agreement Addendum.

1. The terms set forth in this Amendment shall apply only to the Canon Equipment and/or the Canon Products:

2. For the Canon Equipment and/or the Canon Products, in lieu of Section 9.0 of the Agreement, the terms of the imagePROGRAF LARGE FORMAT PRINTER LIMITED WARRANTY ("Canon Printer Limited Warranty") shall be the sole warranty in connection with the Canon Equipment and/or Canon Products (except for printheads used with the Canon Equipment), and the terms of the imagePROGRAF PRINthead LIMITED WARRANTY ("Canon Printhead Limited Warranty") shall be the sole warranty in connection with printheads used with the Canon Equipment. If Customer purchases an extension of the Canon Printer Limited Warranty and/or the Canon Printhead Limited Warranty, the term and cost thereof is set forth on the Cover Sheet and/or the Customer Agreement Addendum. If Customer has not purchased an extension of the Canon Printer Limited Warranty and/or the Canon Printhead Limited Warranty maintenance services may be made available to Customer on a time and materials basis at CSA's then-current rates.

3. If Customer self installs the Canon Equipment, Customer is responsible for all installation services, including uncrating, unpacking, connection to peripherals, power, communication and other utilities and rendering the Canon Equipment and/or any Canon software ready for use. All site preparation described herein is the responsibility of the Customer.

4. The following language is added immediately after the first sentence of Section 7, (PAYMENT AND TAXES), of the Agreement:

If Customer self installs the Canon Equipment, CSA will invoice Customer upon shipment of the Canon Equipment and payment is due thirty (30) days from the date invoiced.

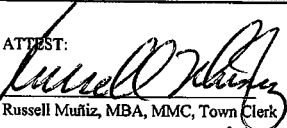
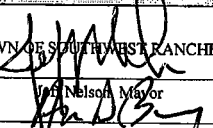
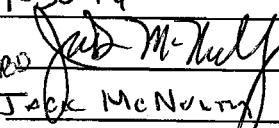

5. The first sentence of Section 11 (INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS) of the Agreement is deleted in its entirety and the following language is added as the new first sentence of Section 11:

CSA agrees to defend Customer against and hold Customer harmless from, claims, costs (including reasonable and necessary attorney fees), damages, demands judgments and liabilities arising out the claims of third parties that a Product (but specifically excluding Canon Equipment, Canon Products, Third Party Software and NOLI Products) infringes such third party's United States patent, copyright or other intellectual property right and CSA agrees to pay the resulting costs, damages and

attorneys' fees finally awarded, provided that Customer promptly notifies CSA in writing of the claim and fully cooperates with CSA and CSA has sole control of the defense and all related settlement negotiations.

6. Section 16.0 (MAINTENANCE); Section 18.0 (MAINTENANCE SERVICE CHARGES); Section 19.0 (EXCLUSIONS); and Sections 21.0 (SOFTWARE SUPPORT) of the Agreement are hereby deleted in their entirety.

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	
ATTEST:	TOWN OF SOUTHWEST RANCHES	Date:	9-30-14
	By: 	Accepted by:	
Russell Muniz, MBA, MMC, Town Clerk	By: Andrew D. Berns, Town Administrator	Name (print):	JACK MCNULTY
APPROVED AS TO FORM AND CORRECTNESS	Dated this 30 th day of September 2014	Title:	VICE PRESIDENT - FINANCE
			
Keith M. Poliakoff, Town Attorney			



Site Information

Customer Name: TOWN OF SOUTHWEST RANCHES

Department: Engineering Floor: First Room/Suite: _____

Address: 13400 GRIFFIN RD

City: SOUTHWEST RANCHES State: FL Zip: 33330-2628

Contact Name:(1) CLETE SAUNIER Phone: 954-343-7444 Ext: _____

Contact Name:(2) _____ Phone: _____ Ext: _____

Region: Branch: Orlando Service Zone: 1

Inspection Date: 08/08/2014 Requested Install Date: 08/08/2014

Priority Message: _____

Other Comments: _____

Delivery Requirements

Is a loading dock available? ☐ Yes ☒ No Delivery hours? _____ to _____

If yes, what is the dock height? 0 Is the customer site tractor/trailer accessible? ☐ Yes ☒ No

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

If not, list building entrance dimensions (list dimensions in inches) : Height: 81 Width: 48

Door Width: 48 Corridor Width: 121 Step Width: 0

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

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

Will an elevator be used? ☐ Yes ☒ No Elevator hours? _____ to _____

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

Elevator Dimensions (in inches): Width: 0 Depth: 0 Load Capacity: 0

Elevator Door Opening (in inches): Height: 0 Width: 0

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

If "No", list specifics, contact and phone number: _____

Will floor protections be required: ☐ Yes ☒ No

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

Current Equipment

REPLACEMENT EQUIPMENT

Make: _____ Model: _____ Serial Number: _____

To Be Removed By: _____

Special Instructions: _____

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

Additional Delivery Requirements

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

Key Operator Training

Key Operator(s) will be trained upon completion of install: (To be determined)			
Key Operator	Name: Clete Sauler		Phone/Ext: 9547437444
Key Operator	Name:		Phone/Ext:
Date and Time:	Prime Shift	Second Shift	Third Shift
Field Engineer:			
No. of Students:			

Space Requirements

The printing system (with or without the optional Scanner Express) requires a floor space / working area of at least **1811 mm x 1471 mm (71.3 inch x 57.9 inch)**.

Image TBD Note floor space requirements above and below.

Environmental Conditions

Temperature and relative Humidity	Temperature		R.H.
	<input type="checkbox"/> C	<input type="checkbox"/> F	%
Guaranteed performance area	20	68	30
	27	81	30
	27	81	60
	20	68	60
Reasonable performance area	17	63	20
	30	86	20
	30	86	80
	17	63	80
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 340/360	800	31.5	1527	60.1	1052	41.4	1495	58.9
PlotWave 340/360 Multifunction Express	800	31.5	1527	60.1	1110	43.7	1495	58.9
PlotWave 340/360 Delivery Tray	1474	58	1169	46	839	33	839	33

Machine Dimensions Packed on Pallet

	Depth		Width		Height			
	(mm)	(")	(mm)	(")	(mm)	(")		
PlotWave 340/360	1445	57.3	839	33	1270	50.2		
Scanner Express	1245	49	331	13	483	19		
PlotWave 300 Delivery Tray	1220	48	1016	40	432	17		

Machine Weight

	Unpacked		Packed				
	Kg	lbs	Kg	lbs			
PlotWave 340/360	180	397	277	612			
PlotWave 340/360 Multifunction Express (Excludes paper rolls)	200	441	Not available Packed.				
Scanner Express	19	44	29	64			
PlotWave 340/360 Delivery Tray	-	-	68	150			

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
- 20 Amps for Plotwave
- 3 Wire Ground



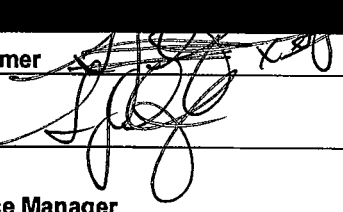
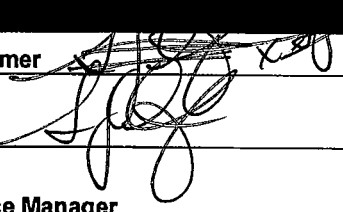
NEMA 5-20R
for Printer

The electrical service will be available on:

Field Service Information

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

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

Site Survey - Acceptance Signatures	
Customer 	Date 10.8.2014
CSA 	Date 10.8.2014
Service Manager	Date
<p>Please return completed form to your Branch Administrator Notify your Region Administrator and Bus Ops if any changes occur prior to installation date.</p> <p>Return to: Canon Solutions America Attn: Business Operations 425 N. Martingale Rd. Schaumburg, IL 60173 LFS_Orders@csa.canon.com SASG_Orders@csa.canon.com</p>	

**Canon Solutions America, Inc.
Amendment**

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

Customer:	Town of Southwest Ranches
Contract No:	411892-04

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT #411892-03 BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.

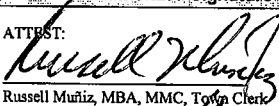
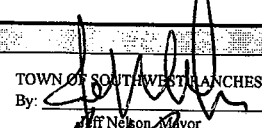
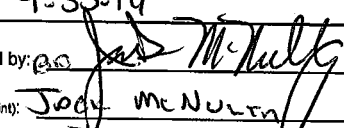
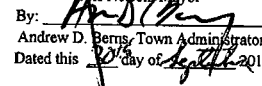
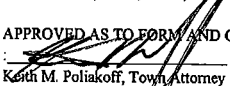
Section 2.0: Re-write the first sentence as follows: "This Agreement governs the provision of Products and NOLI Products identified on the Cover Sheet and/or Customer Agreement Addendum and shall be in effect upon installation of the equipment as identified in Section 1, Item (p)."

Section 3.0 Equipment: Re-write the paragraph as follows: "Products shipped hereunder shall be New/Newly Manufactured. "New/Newly Manufactured" means Equipment that is newly assembled and which may contain a limited number of used components that have been thoroughly inspected and tested to assure product performance and reliability specifications.

Section 4.0, Delivery; Risk of Loss; Insurance: Delete the second sentence from the paragraph.

Section 12.0, Confidentiality: This Section is hereby deleted from the Agreement.

Section 25.0, Miscellaneous: Throughout the paragraph, delete "New York" and "New York, New York" and replace with "Florida".

Customer Authorized Signature		CSA Authorized Signature	
ATTEST:	TOWN OF SOUTHWEST RANCHES	Date:	9-30-14
	By: 	Accepted by:	
Russell Muñoz, MBA, MMC, Town Clerk	By: 	Name (print):	Jack McNulty
APPROVED AS TO FORM AND CORRECTNESS	Andrew D. Berns, Town Administrator	Title:	VICE PRESIDENT - FINANCE
	Dated this 30 th day of Sept 2014		
Keith M. Poliakoff, Town Attorney			