

NEWPORT CITY COUNCIL AGENDA
October 17, 2022 AT 6:00 PM

INTRODUCTION

The City of Newport, Washington, is a Mayor/Council form of government and is a code city. Essentially, Newport conducts its day to day business within the State of Washington laws, RCW 35A, that govern optional municipal code cities. The Newport City Council is called to order by the **Mayor** and all business of the City is conducted in accordance with State of Washington laws and Newport Resolution number 10410 City Council Rules of Procedure, adopted January 04, 2010. If you require any reasonable accommodation to participate in the council meeting, please contact the City at (509) 447-5611 forty-eight (48) hours prior to the meeting.

YOUR ELECTED OFFICIALS

MAYOR KEITH CAMPBELL	COUNCILMEMBER JAMI SEARS
COUNCILMEMBER KENNETH SMITH	MAYOR PRO TEM MARK ZORICA
COUNCILMEMBER JORDAN BOWMAN	COUNCILMEMBER NATHAN LONGLY

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

AMENDMENTS & APPROVAL OF AGENDA & MINUTES

MAYOR & COUNCIL COMMENTS:

AUDIENCE PARTICIPATION:

CITY ADMINISTRATOR COMMENTS:

NEW BUSINESS:

Motion to approve Agreement NP2022-04A Low Income Home Water Assistance Program Vendor Agreement Addendum: Extension to Program Year 2022-2023 – Nickole North, Clerk/Treasurer

Motion to approve Agreement NP2022-21 Vision Municipal Solutions, LLC Vision Permitting Software – Abby Gribi, City Administrator

Motion to approve Agreement NP2022-22 Canon Master Sales and Services Agreement as well as Lease Agreements NP2022-22A and NP2022-22B – Abby Gribi, City Administrator

BILLS & PAYROLL:

CLAIMS CHECKS 65242-65280	\$80,494.07
CLAIMS EFT 10/12/2022 Run 1-8	\$31,003.81
CLAIMS DIRECT PAY 10/12/2022 Run 1-8	\$8,290.00
PAYROLL E-CHECKS 1316-1322; Dir Deposit Run 10/05/2022	\$70,979.21

WORKSHOP:

Discussion on Public Safety Building – Abby Gribi, City Administrator

ADJOURNMENT:

Low Income Home Water Assistance Program Vendor
Agreement Addendum:
Extension to Program Year 2022-2023

In program year 2022-2023, Rural Resources Community Action (*agency*) and City of Newport Water (*vendor*) entered into an agreement for the purpose of providing Low Income Home Water Assistance (LIHWAP) to eligible applicants receiving water/sewer/wastewater from the vendor.

Due to remaining funding as well as additional funding pending from the State of Washington, Rural Resources Community Action is offering an extension of the vendor contract to cover Program Year 2022-2023, running from October 1st, 2022 to September 30th, 2023. Assistance will be provided to eligible applicants until all funding is expended or September 30th, 2023, whichever comes first.

This addendum extends the agency and vendor expectations listed in the original contract (see attached) thru September 30th, 2023.

No action is needed from City of Newport Water (*vendor*) if you wish to participate in this extension.

If City of Newport Water (*vendor*) would prefer to opt out and rescind the availability of these funds to their customers for Program Year 2022-2023, or has questions regarding this program or its extension, or needs to revisit the language of the original contract for purposes of extension, please contact Rural Resources Community Action.

Leslie Hines
Energy Program Manager
lhines@ruralresources.org
509-685-6131

LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM
(LIHWAP)

This agreement, dated as of December 31, 2021, is entered into by and between Rural Resources Community Action, (*Agency*), and City of Newport Water, a supplier of home water and/or waste water, (*Vendor*).

PURPOSE

Public Law No: 116-260 signed on December 27, 2020, included funding with instructions for the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to carry out grants to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. This act requires that certain assurances be satisfied before assistance payments are made, on behalf of eligible individuals, to suppliers of drinking water and wastewater. This agreement defines the conditions that the Vendor must agree to so that the Agency can make assistance payments to the Vendor on behalf of eligible households.

AGENCY RESPONSIBILITIES

The Agency shall:

1. Accept and review client applications and determine eligibility of households for payments.
2. Follow procedures that minimize the time elapsing between the receipt of funds and their disbursement to vendor.
3. Make payments in a timely manner to the vendor on behalf of eligible households for the term of this agreement.
4. Follow sound fiscal management policies, including, but not limited to segregation of funds from other operating funds of the agency.
5. Notify customer and/or vendor of the customer's eligibility and total benefit amount.
6. Incorporate policies that assure the confidentiality of eligible household's usage, balance, and payments.
7. Upon request from vendor, provide a statement verifying income of an eligible household for the sole purpose of determining moratorium eligibility, within the statutory guidelines of confidentiality.

WATER VENDOR RESPONSIBILITIES

The Vendor shall:

1. Immediately apply the benefit payment to customer's current/past due bill, deposit/reconnect requirements, or arrearages to eliminate the amount owed by the customer and agree to maintain service to customer for a period of 30 days.
2. Notify the customer of the amount of benefit payment applied to the customer's billing.
3. Keep customer records confidential.
4. Maintain records for four (4) years from the date of this agreement, or long if the vendor is notified that a fiscal audit for a specific program year is unresolved.
5. Not treat adversely, or discriminate against any household that receives assistance payments, either in the cost of the goods supplied or the services provided.
6. Upon request of the agency, provide eligible customer's consumption history and account balance for the sole purpose of determining customer benefit.
7. Comply with the provisions of the state law regarding disconnects and pertinent provisions of the Washington Administrative Code related to moratorium, if governed by that ruling.
8. Make records available for review by authorized staff of the agency and Washington State Department of Commerce and the U.S. Department of Health and Human Services.

REQUIRED RECORDS FOR AUDIT PURPOSES

The vendor will keep records showing the following:

1. Name and address of households who received assistance payments.
2. Amount of assistance to each household.
3. Source of payment.

OTHER PROVISIONS

Term of Agreement

This agreement is effective from the date of execution.

Termination

This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the agreement. If funding is withdrawn, reduced, or eliminated by Commerce, the agency has the right to terminate this agreement immediately.

Assignment of Agreement

Neither party may assign the agreement or any of the rights, benefits and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The vendor and the agency do hereby agree to the conditions set forth in this agreement.

Agency

Vendor



Signature



Signature

Donna Moulton

Printed Name

Keith Campbell

Printed Name

CEO

Title

Mayor

Title

Rural Resources Community Action

Name of Company

City of Newport Water

Name of Company

1.9.2022

Date

1/06/2022

Date



NP 2022-21

Vision Municipal Solutions, LLC

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845

Website: www.visionms.net Email: info@visionms.net

Vision Software and Professional Services for:

City of Newport

<u>Software:</u>	<u>Cost</u>	<u>Software Assurance</u>
Vision Permits	\$9,000.00	\$1,800.00
Vision Reporting Services	<u>Included</u>	<u>Included</u>
Total Software	\$9,000.00	\$1,800.00
 <u>Professional Services:</u>		
Installation and Configuration of Microsoft SQL Server	Included	
Setup and Integration of Permit Software (Includes Setup of up to 7 custom City permit forms)	\$700.00	
** Conversion of Permit data from previous software **	TBD	
Remote training	<u>\$1,500.00</u>	
Total Professional Services	\$2,100.00	
GRAND TOTAL		\$11,100.00

Contract Notes:

1. Microsoft SQL Server 2017 Standard Edition or higher is required for Software. If the Licensee owns Microsoft SQL Server, this can be set up for Software. If Licensee needs to purchase Microsoft SQL Server 2019, the approximate cost is \$900 for the initial license and \$250 for each additional user.
2. Sale of Software is subject to the below described Software License Agreement.
3. Data Conversions not required but can be quoted based on needs.
4. Additional Permit forms are priced at \$150 per custom form.



Vision Municipal Solutions, LLC

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845 Fax (888)223-6007

Website: www.visionms.net Email: info@visionms.net

Software License Agreement between City of Newport & Vision Municipal Solutions, LLC

This Software License Agreement ("Agreement") is made by and between **Vision Municipal Solutions, LLC** ("Developer") and City of Newport ("Licensee").

Developer has developed and licenses to users its Software programs marketed and sold under the name "Vision Permits"(collectively, "Software").

Licensee desires to utilize a copy of the Software.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

1. License:

Developer hereby grants to Licensee a perpetual, non-exclusive, non-transferable, and irrevocable license to use the Software at City of Newport, on the terms, and subject to the conditions, set forth herein.

2. Restrictions:

Licensee shall not modify Software source code, duplicate, copy, or reproduce Software, or transfer or convey Software, or any right in Software, to any third party without the express, prior written consent of Developer. Notwithstanding the foregoing, Licensee may make copies of Software for backup or archival purposes.

3. License Fee:

For and in consideration for the grant of the herein license and the use of Software, Licensee agrees to pay Developer the sum of \$11,100.00.

4. Warranty:

A. Developer hereby represents and warrants to Licensee that Developer is the sole owner of the Software or otherwise has the right to grant to Licensee the rights to use Software.

B. For a period of one year (365 days) following the installation of Software to Licensee, Developer warrants that Software shall perform in all material respects according to Developer's specifications. In the event of any breach or alleged breach of this warranty, Licensee's sole and exclusive remedy shall be that Developer shall correct Software so that it operates according to the warranty. This warranty shall not apply if (i) Software is in anyway modified by Licensee, (ii) if Software is used improperly, including, without limitation, improper data entry, (iii) Software is not used with appropriate computer equipment, or (iv) if Software is used on operating systems or environments not approved by Developer.



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5. Annual Software Assurance Program Schedules:

The Software Assurance Program includes telephone support, email support, and on-line programs provided by Developer and product updates and enhancements to include any standard reports added to the system. Licensee will be required to have a high-speed internet connection for Software updates and allow Developer the right to remote access for program updates and maintenance work when required. As part of the Software Assurance Program, Developer shall provide to Licensee any new, corrected, or enhanced versions of Software as created by Developer. Such enhancements shall include, but shall not be limited to, all modifications to Software that increase the performance, efficiency, or ease of use of the Software, or add additional capabilities or functionality to the Software. "Enhancements" do not include any customizations to Software requested by Licensee, which shall be quoted on a per-job basis at Developer's then hourly rate (currently, \$150.00 per hour, but such rate is subject to change).

In the year of Software installation, the Software Assurance amount listed on page 1, will be pro-rated for the remainder of that year. After the year of Software installation, Developer shall bill Licensee on an annual basis, payable in advance, for the Software Assurance Program, at Developer's then current rates.

6. Payment and acceptance:

Payment for Software, hardware, and installation services shall be made by Licensee after all items contracted for have been delivered and Licensee has deemed all Software, hardware, and installation services delivered and accepted.

7. Time Payment Schedule:

Licensee has requested a payment plan for Software over a period of 0 years. Developer will bill Licensee in January of each year pursuant to such schedule. Licensee may at any time prepay without penalty or premium all amounts due under the payment plan.

If Licensee elects to terminate its agreement for software and services with Developer, all remaining amounts under the payment plan for Software, if any, are immediately due and payable. The Software Assurance Program shall then immediately terminate, and Developer shall not bill Licensee for any future years, nor shall Developer refund Licensee any amounts.



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8. Limitation of Liability:

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential, or other indirect damages, whether based on lost revenue or otherwise. In no event shall Developer’s liability hereunder exceed the amount of license fees paid by Licensee regardless of whether Licensee’s claim is based on contract, strict liability, or product liability.

9. Installation Travel Expenses billed to the customer:

Licensee shall reimburse Developer for all travel expenses associated with the installation of Software at Licensee’s site. If Developer uses Developer’s vehicles (or Developer’s employees use personal vehicles) Licensee shall reimburse Developer for mileage at then applicable IRS rates. If Developer (or employees of Developer) use a rental car, Licensee shall reimburse Developer for the actual rental car rate and actual gas charged. Licensee shall reimburse Developer for all per diem charges at the then current state published rate. Licensee shall reimburse Developer if Developer’s employees are required to stay overnight.

Acceptance of Agreement:

Vision Municipal Solutions, LLC.

City of Newport

Michelle M Wise

Accepted By (Signature)

Michelle Wise

Printed Name

Managing Member

Title:

9/28/2022

Date

Accepted By (Signature)

Printed Name

Title

Date



Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800) 613-2228

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

MA31502 Np 2022-22

Salesperson: Sierra Love-Ensminger Order Date: 10/5/2022

Customer ("you"):

Company: NEWPORT, CITY OF		
Address: 200 S WASHINGTON AVE		
City: NEWPORT		County: PEND OREILLE
State: WA	Zip: 99156-9670	Phone #: 509.447.6429
Contact: North Nickole		Fax #:
Email: clerk@newport-wa.org		

Applicable Terms and Conditions	Customer Organizational Information
<p>TERMS AND CONDITIONS ARE AVAILABLE AT: ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS</p> <p>The CSA customer terms and conditions located at the above website ("Terms") form part of this Agreement. The Terms include general terms, and terms for product and service purchase, maintenance, support and leasing (pursuant to the terms of Rider G); managed print services; and quotes. The Terms applicable to each of your transactions will be referenced in the Order Schedule.</p> <p>By your initials herein and signature below, you understand and acknowledge such Terms and agree to comply with those applicable to each Order Schedule.</p> <p>_____</p> <p>Customer Initials</p>	<p>Federal Tax ID Number: <u>91-6001471</u></p> <p>Organization type: State or Local Government</p> <p>Address for Notices: Attn: North Nickole Address: 200 S WASHINGTON AVE Address 2: City: NEWPORT State: WA Zip: 99156-9670 Email: clerk@newport-wa.org</p>
<p>BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE, PURSUANT TO THE TERMS OF RIDER G, OR PURCHASE, AS SPECIFIED IN THIS AGREEMENT, THE ITEMS LISTED IN ANY SCHEDULE, RIDER OR ADDENDA (AS APPROVED BY CSA) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS FACE PAGE, APPLICABLE SCHEDULE(S), RIDER(S) AND SUCH ADDENDA, THE QUOTE, AND THE APPLICABLE TERMS AND CONDITIONS IDENTIFIED ABOVE, ALL OF WHICH IS INCORPORATED HEREIN AND MADE PART OF THIS AGREEMENT.</p>	

Customer's Authorized Signature _____
 Printed Name _____ Title _____ Date _____

**CANON SOLUTIONS AMERICA, INC. CUSTOMER CONTRACTING PORTAL
CHANGES TO GENERAL TERMS AND RIDERS**

The following is a summary of the material changes to the General Terms and Riders that comprise your Customer Agreement with Canon Solutions America. Redlined versions showing all changes are attached to this summary. Unless specifically defined in this summary, capitalized terms shall have the same meaning as in the General Terms or applicable Rider.

The updated terms and conditions are effective: (i) as of May 16, 2022 for new Canon Solutions America Customers who executed a Customer Information Face Page on or after May 16, 2022; or (ii) as of June 15, 2022 for existing Canon Solutions America Customer who executed a Customer Information Face Page prior to May 16, 2022 and only apply to your new Schedules entered into on or after June 15, 2022. Additionally, the updated terms and conditions remain subject to any negotiated amendments between you and Canon Solutions America pertaining to your Agreement.

General Terms and Conditions

Preamble. Addition clarifying that a Rider shall only apply to a given transaction when referenced on a Schedule.

Section 4. Addition of terms relating to your use of a third party to receive and pay invoice; price increases resulting from transaction mistakes, delays in delivery, and transportation costs; and credit card processing.

Section 6. Clarification of warranties for different products.

Section 14. Addition of terms for our Voucher Program.

Section 16. Addition of your obligation to properly dispose of consumables.

Section 18. Linking of our privacy Policy.

Section 19. Addition of a Force Majeure provision.

Rider A - Canon Office Devices and Cut Sheet Production Maintenance Terms

Section 1. Clarified that Equipment receiving Maintenance with several meters are invoiced for total usage from all applicable meters; added a provision that Maintenance may be terminated in a Renewal Term without penalty by providing 30 days written notice to CSA; and updated provisions pertaining to Remote Software.

Section 9. Redefined Embedded Software as Firmware.

Rider B – Trade-In, Return, Upgrade and Buy-out Terms

Preamble. Clarified definitions of Return Equipment, Trade-In Equipment, and Upgrade Equipment.

Section 2. Added a provision concerning payback of buy-out if Customer doesn't return or make equipment available for return.

Rider C – Software and Software Subscription Licensing and Support

No changes

Rider D – Subscription Support Services

No changes

Rider E – Managed Print Services

No changes. Managed Print Services Rider added in March 2022.

Rider F – Large Format Terms

Generally. Updated products.

Section 1.4. Added a provisions concerning consumables.

Rider G - Leasing

Section 3. Clarified pricing plans.

Section 7. Updated provisions pertaining to Remote Software.

Rider H – Home Office Print-as-a-Service Program

Generally. Program to include additional printer options.

Please see attached for redlined changes.

Canon Solutions America, Inc.
Master Sales and Services Agreement
General Terms



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

GENERAL TERMS

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

Canon Solutions America, Inc.
Master Sales and Services Agreement
General Terms



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

4. PAYMENT TERMS ~~AND~~ CHARGES ~~AND~~ CREDIT CARDS.

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

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

5. CREDIT. CSA reserves the right to withhold shipment of the Listed Items until you (or the Leasing Company, if applicable) make full payment of the total price specified in all Schedules accepted by

Canon Solutions America, Inc.
Master Sales and Services Agreement
General Terms



CSA, or to revoke any credit extended to you because of your failure to pay any amounts when due pursuant to such Schedules or the applicable CFS Lease, or for any other reason affecting your creditworthiness. ~~If at any time prior to shipment, CSA discovers any mistake in pricing or configuration for any of the Listed Items, CSA reserves the right to notify you of the mistake in writing, and such notification will constitute the non-acceptance of this Agreement by CSA with respect to such Listed Items without liability.~~

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

7. LIMITATION OF LIABILITY.

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

7.2 CSA'S LIABILITY ON ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY OTHER AGREEMENTS ENTERED INTO IN CONNECTION THEREWITH, REGARDLESS OF

Canon Solutions America, Inc.
Master Sales and Services Agreement
General Terms



THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, SHALL NOT EXCEED IN AN AGGREGATE AMOUNT THE SUM OF (A) IF CUSTOMER PURCHASED ANY PRODUCTS, THE TOTAL PURCHASE PRICE PAID BY CUSTOMER (OR THE LEASING COMPANY IF LEASING) TO CSA FOR THE PRODUCTS SUBJECT TO THE CLAIM, AND (B) AS TO ALL OTHER LIABILITY OF CSA, CHARGES PAID OR PAYABLE BY CUSTOMER FOR THE PRODUCTS OR SERVICES SUBJECT TO THE CLAIM FOR SIX (6) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM IS MADE. SHOULD CUSTOMER HAVE PREPAID ANY AMOUNT FOR SERVICES SUBJECT TO THE CLAIM, SUCH AMOUNT SHALL BE AMORTIZED OVER THE APPLICABLE TERM OF SAID SERVICES AND CSA'S LIABILITY SHALL BE LIMITED TO SIX (6) MONTHS OF SUCH AMORTIZED PAYMENTS.

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

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13. LIMITATION OF ACTIONS, CLASS WAIVER AND JURY TRIAL WAIVER. ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. CUSTOMER AGREES THAT ANY CLAIM IT ASSERTS AGAINST CSA SHALL BE ASSERTED ON AN INDIVIDUAL BASIS ONLY. CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO ASSERT ANY CLAIM AGAINST CSA AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OR GROUP. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM UNLESS CUSTOMER RESIDES IN A STATE IN WHICH A WAIVER OF A RIGHT TO A JURY TRIAL IS UNENFORCEABLE AS A MATTER OF THAT STATE'S PUBLIC POLICY.

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

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

16. REPRESENTATIONS AND AMENDMENTS.

16.1 NO REPRESENTATION OR STATEMENT NOT CONTAINED ~~ON~~ IN THE AGREEMENT DOCUMENTS POSTED ON CSA'S CUSTOMER PORTAL (ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS) AS OF THE DATE OF A SCHEDULE SHALL BE BINDING UPON CSA AS A WARRANTY OR OTHERWISE, NOR SHALL THIS AGREEMENT BE

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MODIFIED OR AMENDED, EXCEPT BY ~~A WRITING~~ AN ADDENDUM SIGNED BY YOU AND AN AUTHORIZED REPRESENTATIVE OF CSA.

~~16.2 NOTWITHSTANDING THE FOREGOING, AND EXCEPT AS YOU AND CSA AND/OR CFS AGREE IN AN EXECUTED ADDENDUM, A PROVISION OF THIS AGREEMENT~~ MAY ALSO BE AMENDED BY A WRITTEN NOTIFICATION FROM CSA TO YOU AT YOUR EMAIL ADDRESS LISTED ON THE CUSTOMER INFORMATION FACE PAGE (OR AS YOU SUBSEQUENTLY MODIFY IN WRITING), SETTING FORTH THE AMENDED PROVISION(S), WHICH SHALL BE DEEMED ACCEPTED BY YOU EFFECTIVE THIRTY (30) DAYS AFTER NOTIFICATION (OR SUCH LATER DATE SPECIFIED IN THE NOTIFICATION), ~~(THE "CHANGE DATE")~~, UNLESS YOU ELECT, WITHIN SUCH THIRTY (30) DAY PERIOD, TO PROVIDE WRITTEN NOTICE THAT YOU OBJECT TO SUCH AMENDMENT, IN WHOLE OR IN PART, ~~AS APPLICABLE~~, IN WHICH CASE THE PARTIES SHALL NEGOTIATE ANY SUCH ~~MODIFICATION~~ AMENDED PROVISIONS IN GOOD FAITH. THE AMENDED PROVISIONS SHALL ONLY APPLY TO SCHEDULES ISSUED AFTER THE CHANGE DATE AND SHALL NOT AFFECT ANY ADDENDA, WHICH SHALL CONTROL.

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

- 17. NOTICES. YOU ACKNOWLEDGE THAT CSA SHALL SEND NOTICES BY REGULAR MAIL TO THE PHYSICAL ADDRESS, AND/OR BY EMAIL TO THE EMAIL ADDRESS ON THE CUSTOMER INFORMATION FACE PAGE. TO BE EFFECTIVE, ALL NOTICES TO CSA CONCERNING**

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CANCELLATION, BREACH, DEFAULT, ASSIGNMENT, INDEMNITY, NON-RENEWAL, CHANGE OF YOUR ADDRESS OR EMAIL ADDRESS FOR NOTICES, OR ANY OTHER DEMAND OR CLAIM AGAINST CSA MUST BE IN WRITING DETAILING ALL SUCH ISSUES, AND SENT TO CSA VIA COURIER OR CERTIFIED MAIL, TO: 300 COMMERCE SQUARE BLVD., BURLINGTON, NEW JERSEY 08016 ATTN: CUSTOMER SERVICE, OR SENT BY EMAIL TO CUSTOMERCARE@CSA.CANON.COM; WITH A COPY OF ANY NOTICE OF DEFAULT, BREACH, REQUEST FOR INDEMNITY, OR ANY OTHER DEMAND OR CLAIM AGAINST CSA, SENT TO CSA VIA COURIER OR CERTIFIED MAIL, TO SENIOR VICE PRESIDENT, LEGAL, CANON SOLUTIONS AMERICA, INC., ONE CANON PARK, MELVILLE, NEW YORK, 11747, OR SENT BY EMAIL TO LEGAL@CSA.CANON.COM.

18. **PRIVACY.** The CSA Privacy Statement describes the information we collect from you, either online through this website or any of the products, services, solutions, software, websites, subsites, interactive features, forms, mobile and social media pages offered, owned, or operated by CSA, or your interaction with CSA agents, contractors or employees or subsites, whether accessed online via computer, tablet, mobile device or any other technology or device now known or hereafter developed, or offline, and how that information will be used. The CSA Privacy Statement is provided at the link at the bottom of the Customer Contracting Portal, <https://ess.csa.canon.com/customerdocuments>; and shall govern as to the matters contained therein unless specifically modified by this Agreement.

19. **FORCE MAJEURE.** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the COVID-19 pandemic), quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or a generalized lack of availability of Products and Services or parts and supplies therefore, raw materials or energy. For the avoidance of doubt, Force Majeure shall not limit your obligation to make payment(s) for delivered Products or performed Services. Once causes for such Force Majeure are rectified and remedied, both Parties agree to resume performance of this Agreement.

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Rider A



RIDER A

CANON OFFICE DEVICES AND CUT SHEET PRODUCTION MAINTENANCE TERMS

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

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

1. MAINTENANCE / TERM / CHARGES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. CONSUMABLE INCLUSIVE (INCLUDING TONER ABUSE). Consumable Supplies: All consumables are the property of CSA until used. Consumables Inclusive Maintenance includes replenishment of toner only (unless other consumables are specified on the Order Schedule and applicable to the unit of Equipment). Toner is supplied for exclusive use with the unit of Equipment for which it is provided. CSA

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may terminate the Maintenance under this Agreement if you use the consumables in a different manner. If your use of consumables exceeds the typical use pattern (as determined solely by CSA) for these items by more than 10% of the published manufacturer specifications for conventional office image coverage, or should CSA, in its sole discretion, determine that consumables are being misused in any fashion, CSA may invoice you for such excess usage and you agree to pay for such improper or excess use. Consumable Inclusive Maintenance is predicated upon deployment of CSA's ~~remote reporting software~~ Remote Reporting Agent (see Section ~~8-b. below installation and use~~ 1.k above), which ~~includes~~ may include Auto-Toner Replenishment. CSA may charge you a Supply Freight Fee to cover the cost of shipping consumables to you. If expiration dates are indicated on your consumable containers, you shall use the oldest container(s) first. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of Maintenance for the applicable unit of Equipment.

8. BILLING / METER COLLECTION.

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

b. You agree that CSA shall be entitled to acquire meter readings using CSA's ~~remote reporting software.~~ Unless otherwise indicated in an Order Schedule, you authorize Remote Reporting Agent, however if it does not communicate with CSA ~~to use networked features of the Equipment and the remote reporting software to receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement~~ any reason, you agree to timely provide manual meter readings.

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

9. EMBEDDED SOFTWARE. ~~CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment ("Embedded Software"), but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Embedded Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. CSA shall also use reasonable efforts to provide Level 1 support for the Embedded Software. Level 1 support consists of (i) providing help-line telephone assistance in operating the Embedded Software and identifying service problems and attempting to troubleshoot any such problems in the Embedded Software; (ii) escalating operating problems to the available developer of the Embedded Software as needed to rectify such problems, including facilitating contact between you and the developer of the Embedded Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same. Embedded Software as used herein does not include separately priced application software supplied by CSA to you under Rider C. **FIRMWARE.** For Equipment covered under Maintenance or an applicable warranty, CSA shall make available to you from time to time upgrades and bug fixes for the Firmware when provided by the manufacturer or developer. Such upgrades~~

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and bug fixes shall be installed remotely as set forth in Section 1.k. however should the remote installation fail for any reason, or you require assistance from CSA, additional charges may apply.

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

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

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Rider B



RIDER B

TRADE-IN, RETURN, UPGRADE AND BUYOUT TERMS

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

For purposes of this Rider B:

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

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

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

each as designated on a Return Schedule.

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

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

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a.) return the Trade-In Equipment, Upgrade Equipment, or Return Equipment to you (at your expense both for the return and the original pickup) and;

b.) rescind, or require you to refund to CSA, promptly upon receipt of CSA's invoice, the Buy-Out Reimbursement, and

c.) require you to refund to CSA the full amount of any trade-in or upgrade credit whether it's reflected in the Return Schedule (which amount shall equal or not, and/or

d.) require you to pay the fair market value of such Trade-In Equipment, Upgrade Equipment, or Return Equipment, as determined by CSA)-.

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

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

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

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RIDER C

SOFTWARE AND SOFTWARE SUBSCRIPTION LICENSING AND SUPPORT

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

1. DEFINITIONS AND INCORPORATED DOCUMENTS.

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

(b) "Software Subscription" shall mean Software which is licensed to you on a subscription basis for a term and may include ~~the~~ provision of basic support and ~~new~~updated versions ~~therefore~~, as set forth in ~~its end user license agreement ("the TOS, EULA"), terms of service ("TOS"), or software maintenance agreement ("SMA").~~

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

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

2. LICENSING. (a) Title to the Software and Software Subscription shall remain with the licensor or developer; and (b) Software shall be licensed to you subject to its EULA, and a Software Subscription shall be licensed to you subject to its EULA or TOS, ~~which agreements shall solely control as to the matters contained therein.~~ With regard to any "shrink-wrap" or "click-wrap" or "click through" acceptance required for Software, You or a Software Subscription, you hereby authorize CSA to accept same on your behalf (e.g., by opening the package or clicking the "I ACCEPT" button), and you agree to comply with the terms of same. ~~Software licenses can be found at <http://ess.csa.canon.com/SMA-EULA.html>, and any such terms shall solely govern as to matters contained therein.~~

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

~~4. SOFTWARE SUPPORT / BUG FIXES / UPDATES. Support for Software is provided directly by the respective developers or licensors thereof and is as set forth in each developer's or licensor's applicable Software Support Contract and is not provided by CSA under this Agreement. Support for Software may require separate purchase by you of a Software Support Contract, unless included under this Agreement as a Listed Item. The terms of Software Support Contracts for Software are available from the developers or licensor or will be provided to you by CSA upon request. Notwithstanding any provision in the Software Support Contract to the contrary, it shall automatically renew on an annual basis, subject to a price increase after the initial term.~~

4. SOFTWARE SUBSCRIPTION. You agree to accept and pay either the purchase price or the number of periodic payments for the Software Subscription indicated on the Order Schedule or in any addendum(s) hereto for the corresponding term. ~~The Software Subscription~~The purchase price for the

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Software Subscription may be incorporated into your Lease payment. You acknowledge that CSA may assign the periodic payments to a third party, or its assigns, and agree to pay such assignees.

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

6. RENEWAL OF SMAS AND SOFTWARE SUBSCRIPTIONS. SMAs and Software Subscriptions shall automatically renew for additional one (1) year terms (each a "Renewal Term") unless you provide written notice to CSA cancelling the Software SubscriptionSupport Contract or SMA within 90 days but no less than 30 days of your receiptthe end of the invoice forTerm or the Renewal Term. SUCH WRITTEN NOTICE MUST BE SENT TO CSA VIA COURIER OR CERTIFIED MAIL, TO: ONE CANON PARK, MELVILLE, NY 11747 ATTN: MARKETING OPERATIONS, SOFTWARE LICENSE DESK, OR SENT BY EMAIL TO SOFTWARE LICENSE DESK@CSA.CANON.COM. CSA may increase pricing during each Renewal Term and may cancel Software Subscriptions and SMAs during any Renewal Term upon written notice to you, in which case you will be refunded any unearned charges for the balance of the Renewal Term. Otherwise, CSA does not provide refunds or credits for any partial terms, except as expressly stated on the applicable Order Schedule.

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

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

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**RIDER D
 SUBSCRIPTION SUPPORT SERVICES**

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

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

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

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

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

* Subject to Course minimum requirements if applicable

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

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

6. Payment.

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

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

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

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

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RIDER F

LARGE FORMAT TERMS

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

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

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

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

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

1.0 LARGE FORMAT MAINTENANCE / TERM / CHARGES.

- a) Maintenance, identified as "Standard Svc Contract" in the "Service Type" section of an Order Schedule when applicable, shall commence upon installation of the Equipment or, if Maintenance is not requested at the time of initial installation, upon certification by CSA, or, at the conclusion of the warranty period, if any, as noted on an Order Schedule. Maintenance will be provided as is specifically set forth in the applicable Order Schedule.
- b) The Order Schedule shall identify the initial Maintenance term when elected and customer may not terminate Maintenance during the initial term. Maintenance shall be automatically renewed for successive one (1) year terms at CSA's then-current charges and under the terms and conditions herein unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. DuringIf the Order Schedule indicates that Maintenance is provided with a Fixed Price Plan, charges for Maintenance shall not increase during the initial term, CSA may adjust pricing; and if an Order Schedule indicates that Maintenance is provided with a Standard Price Plan, charges for Maintenance, or any component thereof, including supplies and other materials, by a maximumare subject to an annual increase of up to ten percent (10%) per year as determined by CSA in its sole discretion. Upon renewal and upon 90 days written notice, charges are subject to an annual increase on each anniversary of the start date.
- c) (i) For the period from the Effective Date to the date that monthly (or quarterly) billing commences for the initial Base Charge Per Unit as set forth on the applicable Order Schedule ("Interim Period"), Customer shall pay CSA an amount equal to the Base Charge Per Unit divided by thirty (30), or if Maintenance Payment frequency is quarterly divided by ninety (90) and multiplied by the number of days in the Interim Period plus Excess Usage Charges ("Excess Usage Charges"). CSA shall invoice the Base Charge Per Unit in advance and shall invoice the Excess Usage Charges and other usage fees (collectively "Maintenance Service Charges") periodically as indicated in the Order Schedule. If applicable, Customer shall provide meter readings by the last calendar day of each month showing the monthly usage by a CSA approved method. Should such meter readings not be provided in a timely fashion, Excess Usage Charges may be estimated by CSA. Upon receipt of the actual meter reading, CSA shall adjust Customer's account as applicable. IN THE EVENT CSA DETERMINES AT ITS SOLE DISCRETION THAT CUSTOMER HAS ORDERED CONSUMABLES BEYOND A REASONABLE REQUIREMENT BASED ON INDUSTRY

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ACCEPTED CLICK VOLUME MEASUREMENTS, CSA MAY, IN ITS SOLE DISCRETION, UPON REASONABLE DEMONSTRATION OF SUCH EXCESS USE BY CUSTOMER, BILL CUSTOMER THE LIST PRICE OF THE EXCESS CONSUMABLES. In addition to Maintenance Service Charges, CSA may assess a fuel surcharge ("Fuel Surcharge") to offset increases in fuel expenses. The Equipment may contain software that allows CSA to access the Equipment remotely ("Remote Software"). In such cases, Customer authorizes CSA to use the Remote Software to (a) receive software updates and transmit use and service data accumulated by the Equipment over Customer's network by means of an HTTPS protocol and (b) store and analyze such data solely for CSA's own purposes related to servicing the Equipment and for product improvement. Customer hereby requests that CSA enable the Remote Software on the Equipment listed in the Order Schedule. Upon written request, CSA can provide Customer a copy of a security white paper describing the Remote Software in more detail.

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

1.1 COVERED SERVICE.

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

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expected quality levels if the environmental requirements are not maintained at all times, and, pursuant to Section 1.2, CSA is not responsible for repairs required due to Customer's failure to maintain such environment.

- c) If Customer refuses to permit installation of a safety change or removes one already installed, CSA may discontinue Maintenance for all Equipment until the hazard has been corrected. All defective parts replaced during Maintenance shall become the property of CSA. Parts used for repair may be used or remanufactured.

1.2 NON-COVERED SERVICE.

- a) Customer acknowledges that CSA shall not have any obligation related to:

- (i) provision and installation of optional retrofits;
- (ii) enhancement of any feature of the Equipment;
- (iii) services connected with Equipment relocation;
- (iv) installation/removal of accessories, attachments, or other devices;
- (v) exterior painting or refinishing of Equipment;
- (vi) maintenance, installation, or removal of Equipment or devices not provided by CSA;
- (vii) performance of normal operator functions as described in applicable CSA operator manual(s), including, but not limited to, loading of toner, inks and/or paper;
- (viii) performance of services necessitated by accident, disaster including effects of water, wind, lightning, terrorism, or negligence;
- (ix) performance of services necessitated by the introduction of a computer virus or other bug into the Equipment or Software;
- (x) the use of paper or forms not in compliance with CSA's or the manufacturers specifications;
- (xi) performance of service necessitated by any modification, alteration or any other change whatsoever of Customer's computer system into which the Equipment is integrated or otherwise connected;
- (xii) services connected to neglect, misuse, or use of the Equipment for purposes other than for which it was designed, or failure to operate the Equipment in accordance with CSA's or manufacturer's operating instructions or within manufacturer's specifications;
- ~~(xiii)~~ repairs and services required due to Customer's failure to continuously provide a suitable ambient environment in accordance with CSA's requirements;
- ~~(xiii)~~~~(xiv)~~ attachment(s) to the Equipment, including connection of devices not supplied by CSA, which cause the Equipment to malfunction, unless previously authorized in writing by CSA;
- ~~(xiv)~~~~(xv)~~ use of improper, or inadequate use of inappropriate (or failure to use, supplies appropriately use) Consumables or parts; or the use of expired Consumables;
- ~~(xv)~~~~(xvi)~~ Maintenance or repair services performed by Customer or a third party without written authorization from CSA;
- ~~(xvi)~~~~(xvii)~~ pre or post processing Equipment disconnected from the printing system to which it was originally installed unless previously authorized in writing by CSA, or;
- ~~(xvii)~~~~(xviii)~~ data security, hard drive removal.

- b) If, in CSA's sole opinion, Equipment has been rendered unrepairable, then CSA may refuse to render Maintenance under the Agreement and may terminate the Agreement as to such units of Equipment. If repairs or replacements as set forth above are needed due to reasons listed above, CSA's prices to provide any repair or replacement shall be invoiced in accordance with CSA's then current labor, parts, and supply charges. All repairs will be governed by the terms of the Agreement; however, CSA reserves the right to decline to perform such services.

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

1.3 ORDERING OF SUPPLIES AND OTHER MATERIALS.

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

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

1.4 SOFTWARE SUPPORT; MODIFICATIONS.

CSA will use reasonable efforts to correct reproducible errors in any current, unaltered release of Software caused by a defect or malfunction which prevents Customer from operating the Software in a manner consistent with CSA's then current published specifications. CSA, in its sole discretion, shall choose the method to correct or replace the Software. These methods may include, but are not limited to, telephone, remote and on-site support.

1.5 SOFTWARE REVISIONS.

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

1.6 NEW SOFTWARE RELEASES.

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CSA will make "new" Software releases available to Customers covered under an active CSA software Maintenance contract at an additional cost. New Software releases are defined as those enhancements, modifications, updates, new functionality and improvements that CSA classifies as a "version release", meaning the whole number portion of the Software version changes (i.e. v1. xx >v2.xx>v3.xx etc.) ("Version Release"). Installation of Version Releases may, at CSA's sole discretion, be chargeable at CSA's then current hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. In addition, the cost of any server hardware modifications/upgrades required to run the Version Release are the Customer's sole responsibility. CSA will provide support services for (a) the latest Software Version Release (e.g.v5) following the date it is made generally available and (b) for the immediately prior Version Release (e.g. v4) during the twelve (12) month period following the date the latest Software Version Release (v5) is generally available. Software support shall terminate if CSA declares end of life for such Software, and then only with at least ninety (90) days prior written notice.

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

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

1.8 CUSTOMER SOFTWARE RESPONSIBILITIES.

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

1.9 SOFTWARE HELP DESK SUPPORT (not applicable to CSA products under 7x24 service coverage)

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

- a. CSA provides Remote Help Desk Support via telephone, to access CSA Support Specialists for operator questions, installation support, explanation of maintained software features and functionality, network connectivity questions, and other support issues ("Remote Support"). Remote Support is available Monday – Friday 8:30AM to 8:00PM ET, excluding CSA holidays. By purchasing Remote Support, Customer has unlimited access to the help desk.
- b. CSA will provide Remote Support to those Customer employees who have been issued an ID code providing email/telephone access to the CSA Software Support Center. Customer shall be responsible for controlling ID code access and for any unauthorized use of ID codes. ID codes are non-transferable.

1.10 SOFTWARE LICENSE

- a. CSA grants Customer a personal, non-exclusive, non-transferable, limited license to use the Software (in compiled object code form) in the United States solely for its internal use and to use the documentation in support of Customer's authorized use of the Software for the time period set forth in the Order Schedule or, if no time period is set forth in the Order Schedule, until the Agreement is terminated in accordance with its terms or until Customer ceases using Software with the Equipment. In addition to the Software, the Equipment identified in the Order Schedule may contain other software

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that is used in connection with the maintenance of the Equipment (the "Maintenance Software"). Customer hereby acknowledges and agrees that the Maintenance Software has been installed for the sole purpose of use by a field engineer or technician authorized in writing by CSA to maintain the Equipment. Customer is not granted, whether by license or otherwise, any right to access or use the Maintenance Software for any purpose whatsoever, all rights to which are hereby expressly reserved by CSA. Any access or use of the Maintenance Software or any part thereof by Customer or any other person, including any person who purchases the Equipment from the Customer, is strictly prohibited. The Software license granted hereunder may not be assigned by Customer without the written consent of CSA and the payment of an additional license fee by the assignee (or subsequent licensee). No such additional license fee shall be due for Software embedded in the Equipment in the form of firmware.

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

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

- a) Educational Services are offered to Customer by CSA in the form of training sessions and are provided during CSA's standard business hours (Monday through Friday excluding CSA holidays - 8:30 AM to 5:00 PM local time) unless Customer purchases after hour on-site training at additional cost. Training may take place at a CSA central training facility or at Customer's site as determined by CSA and Customer. Each training session is a one-time event or a one-time visit. Customers are charged separately for each training session. The composition and duration of each training session is determined solely at CSA's discretion.
- b) Standard CSA rates apply. CSA rates are subject to change without notice. Customer is responsible for Customer's travel and lodging expenses. CSA will bill Customer, and Customer agrees to pay,

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- CSA's reasonable travel, hotel and other reasonable expenses in connection with Customer on-site training sessions.
- c) Training materials for each training session are provided to Customer and/or Customer's registrants as set forth under CSA's then current policy. Such training materials are CSA Confidential Information.
- d) Unless otherwise agreed in writing, Educational Services must be completed within sixty (60) days after the date of installation. In the event Educational Services are not completed within this time period and provided the delay is not due to CSA, Customer's Educational Services shall automatically terminate with no further obligation on the part of CSA, in which case Customer shall not be entitled to a refund. Monies paid towards a training session in connection with a specific model of Equipment or Software is not transferrable to any other model of Equipment or software and may not be used by Customer to pay for any other Equipment, Maintenance, Professional Services or training offering.
- e) Cancellation/Rescheduling. (i) CSA may cancel an on-site training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. If a training session is cancelled by CSA and CSA and Customer do not agree to reschedule such session, upon request of Customer, CSA will refund the purchase price for the cancelled training session. CSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such cancellation. (ii) CSA may reschedule a training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. CSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such rescheduling. (iii) Upon written notice to CSA received no less than five business days prior to the date of a scheduled training session, Customer may cancel such training session and receive a full refund of Customer's purchase price for such training session; or, Customer may reschedule such training session at a mutually agreeable time and place. If CSA and Customer do not agree on dates and location for a rescheduled session, upon request of Customer, CSA will refund the purchase price for the cancelled training session. In the event that CSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CSA for such costs and expenses. (iv) Monies received for a training session, and the cancellation notice of which is received by CSA within five business days of the scheduled date for such training session, are not refundable. However, CSA may, within its sole discretion, apply such monies to a rescheduled training session. In any event, to the extent CSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CSA for such costs and expenses. (v) CSA is not obligated to refund any monies paid for registrants not attending any scheduled training session.

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

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

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- "Supplies" means: (i) for ~~PlotWave~~ Equipment, ~~Black~~ Toner; (ii) for ~~ColorWave~~ Equipment, TonerPearls® cartons.
 - "Supplies Entitlement" means: in connection with the ~~ColorWave~~ Equipment, the amount of TonerPearls cartons to which Customer is entitled as set forth in the Agreement(s) and/or an Order Schedule
 - "SmartClick™" means a CSA proprietary measurement derived from (1) the amount of toner used; plus (2) the area of media used, for each application printed on the Equipment.
- b) SUPPLIES PROGRAM. So long as Customer is not in default, the Program entitles Customer to the fixed amount of genuine Supplies set forth in the applicable Order Schedule, on a scheduled or entitlement basis. When applicable, the Supplies Entitlement included shall be identified in the "Ink or Toner Entitlement" Section of an Order Schedule. Scheduled Supplies for PlotWave models will be shipped directly to the Ship to address set forth in the Order Schedule during the term of such Order Schedule. Supplies for the ColorWave models will be shipped pursuant to Customer's order and subject to the Supplies Entitlement during the term of the applicable Order Schedule. Supplies may be used solely with the Equipment set forth on the Order Schedule(s). Any additional Supplies that are required beyond the Scheduled Supplies or Supplies Entitlement can be ordered directly from CSA at an additional cost to Customer.
- c) SUPPLIES SHIPMENT. For PlotWave Equipment and provided Customer is not in default: Supplies shipments will be automatically shipped and will continue for the full term of the applicable Order Schedule, without Customer's request or without requiring any documentation or order confirmation from Customer. For PlotWave Equipment, one unit of Supplies is equal to one carton of Black Toner. Changes to this shipment schedule are valid only upon execution of a new amendment to the applicable Order Schedule. CSA will ship only on the periodic shipment schedule dates. CSA will not accelerate or expedite shipments unless otherwise approved by CSA. For ColorWave Equipment and provided Customer is not in default: Supplies will only be shipped once an order has been placed by Customer. For ColorWave Equipment, one unit of Supplies is equal to one TonerPearls cartons.
- d) PRICING. For PlotWave Equipment: CSA will ship the Scheduled Supplies for the term of the applicable Order Schedule. Additional amounts of Supplies may be required by Customer for excess print volumes or applications based on Customer's actual usage. Customer is responsible for ordering and paying for Supplies in excess of the Scheduled Supplies. Should Customer require additional Supplies beyond the Scheduled Supplies, CSA will ship such additional quantities to Customer upon acceptance of Customer's purchase order for such additional Supplies. Customer will be invoiced separately for such additional orders over Scheduled Supplies and agrees to pay for such additional quantities. CSA reserves the right to refuse shipment of additional Supplies. This Program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.
- e) For Colorwave Equipment – SmartClick Plan: This is a fixed supplies quantity contract. Customer is responsible for ordering Supplies as needed during the term of the applicable Order Schedule. If additional Supplies are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. The cost to Customer for such additional Supplies is included in the excess SmartClick Charge. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer's consumption and subject to CSA's approval, which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This program does not include media (paper/film/vellum). Prices do not include

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applicable tax. Shipping charges to the continental USA are included. The Minimum Periodic Payment and Excess SmartClick Charges may both include a charge for toner.

- f) TERM. The term of the Program shall be conterminous with that of the applicable Order Schedule.
- g) MISCELLANEOUS. CSA may refuse shipment of Supplies if Customer is not current on payments or is in default for any other reason. Customer may order Supplies under the Program solely for its own internal use and not for resale. CSA may refuse shipment in the event that it reasonably believes Supplies are not being used for Customer's internal use. Returns of Supplies are only permitted for Supplies defects. A CSA Return Materials Authorization (RMA) is required prior to any return.

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

a) DEFINITIONS.

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

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

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

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

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

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

c) SUPPLIES SHIPMENT.

- (i) For PlotWave Equipment, and provided Customer is not in default: Supplies shipments will be automatically shipped and will continue for the full term of the Agreement, without Customer's request or without requiring any documentation or order confirmation from Customer. For PlotWave Equipment, one unit of supplies is equal to one carton of Black Toner. CSA will ship only on the periodic shipment schedule dates. CSA will not accelerate or expedite shipments unless otherwise approved by CSA. If additional Supplies are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for

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ordering such additional Supplies. The cost to Customer for such additional Supplies is included in the Excess Meter Charge. The Minimum Periodic Payment and Excess Usage Charges may both include a charge for toner. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer's consumption and subject to CSA's approval, which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This Supplies program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.

- (ii) For ColorWave Equipment – SmartClick Plan: Customer is responsible for ordering Supplies as needed during the term of the Agreement. If additional Supplies over the fixed contract quantity are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. The cost to Customer for such additional Supplies is included in the Excess SmartClick Charge. The minimum periodic payment and excess SmartClick charges may both include a charge for toner. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer's consumption and subject to CSA's approval, which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This Supplies program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.
 - (iii) For ColorWave Equipment – Square Foot Plan: Customer is responsible for ordering Supplies as needed during the term of the Agreement. If additional Supplies are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. Customer will be invoiced separately for such additional orders over the fixed contract quantity and agrees to pay for such additional quantities. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer's consumption and subject to CSA's approval, which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This Supplies program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.
- d) EXCESS CHARGES. CSA shall periodically invoice Excess Usage Charges and other usage fees ("Service Charges"). In the event that the periodic Allowance is not achieved (the actual net usage for the period is less than the Allowance for the period), fifty percent (50%) of the unutilized Allowance will be carried forward to the next periodic Allowance.
 - e) TERM. The term of the Optimize.IT Program shall be coterminous with the term of the applicable Lease.
 - f) MISCELLANEOUS. Customers will be charged for all shipping and handling charges associated with expedited shipments, emergency shipments, and special delivery of any order(s) for Supplies. Damaged or short toner or TonerPearls cartons must be noted on the carrier copy of the delivery receipt and reported to Imaging Supplies Customer Service within three (3) business days of delivery in order to obtain credit. Customer is responsible for freight charges associated with returned toner or TonerPearls cartons due to Customer error. Customer must obtain a return Authorization number from Imaging Supplies Customer Service before returning any Supplies. Supplies shipped under the Agreement are for Customer's use only on equipment and may not be resold, traded or otherwise transferred to any third party without the prior written consent of CSA. CSA reserves the right not to ship product for any reason.

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

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

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

- a) Products shipped hereunder, unless otherwise specifically set forth in the Order Schedule may, in CSA's sole discretion, be New/Newly Manufactured, Factory Produced New Model, Like New, Remanufactured, Refurbished, Used or ~~Field~~-Reconditioned. "~~Field~~-Reconditioned" means Equipment previously used by a CSA customer ~~that which~~ has been ~~de-installed, bagged, and crated by CSA service technicians and installed at Customer's site, where the Equipment is tested~~ to ensure full functionality, print quality and reliability to specifications by CSA service technicians ~~for print quality~~. This process involves the installation of new parts and may also include the installation of used parts at CSA's discretion. ~~Field~~-Reconditioned Equipment may have ~~ink stains, dents, and printhead nozzles that do not function~~ minor cosmetic blemishes or other imperfections.
- b) With respect to ~~Field~~ Reconditioned Equipment, the warranty period for printheads shall be for a period of six (6) months from the date of equipment installation. The warranty set forth herein applies only to New/Newly Manufactured, Factory Produced New Models, Remanufactured, Refurbished Equipment or ~~Field~~-Reconditioned and is conditioned upon Customer giving prompt notice to CSA of any discovered defects; with respect to ~~Field~~-Reconditioned Equipment, determination of defective printhead is at the sole discretion of CSA Service Technician.

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

- a) The following consumable items for the Colorado are excluded from the warranty and/or maintenance set forth in the Agreement:
- (i) Colorado 16xx Knife

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- (ii) Take Up Spindle
- (iii) Unwind Spindle
- (iv) Printhead(s)

- b) **PRINTHEAD INCLUDED CONTRACTS.** If the Customer chooses the Printhead Included contract, the replacing of the printheads will be consistent with the current procedures for the replacement of the other parts within the Colorado. A call must be placed by the Customer to CSA's Customer Service Center and the technician will reach out to the Customer to discuss the issues and determine if there is a critical failure with the suspected head(s). If CSA determined that there is a hard code failure and the machine can no longer calibrate at 430 square feet per hour on CSA's calibration material due to misdirected or blocked nozzles, the technician will order the print head in advance and will schedule it to arrive the following business day. If the technician has the part in stock, they will schedule a visit based on priority of calls. If CSA determines during the troubleshooting of the printer that the root cause of the printhead failure is a result of Customer actions, it will be the Customer's responsibility to purchase a printhead. Once the printhead is on site, the Customer can place a service call and the Service Technician will respond and install the replacement printhead. Some but not all examples of customer related failures are head strikes (which include damage caused by media), running expired inks, improper printhead maintenance, and incorrectly calibrating media. For the avoidance of doubt, CSA provides no protection or other coverage of a printhead after its warranty period unless Customer chooses the Printhead Included contract.

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

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

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of an HTTPS (or other) protocol and (ii) store and analyze such data solely for CSA's own purposes related to servicing the Equipment and for product improvement.

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

a) Definitions

- "ColorWave Program" means the ColorWave® Equipment Toner Pearls Cartridge Supplies Program, which shall be identified as "Toner Bundle" in the Contract Type section of an Order Schedule when applicable.
- "Supplies" means TonerPearls® cartridges.
- "Supplies Entitlement" means the number of units of TonerPearls cartridges to which Customer is entitled as set forth in the Order Schedule.

b) ColorWave Program. So long as Customer is not in default, the ColorWave Program entitles Customer to the fixed amount of genuine Supplies set forth in the Order Schedule on an entitlement basis. When applicable, the Supplies Entitlement included shall be identified in the "Ink or Toner Entitlement" Section of an Order Schedule. Supplies may be used solely with the ColorWave Equipment set forth on the Order Schedule. Supplies will be shipped pursuant to Customer's order and subject to the Supplies Entitlement during the term of the Agreement. Any additional Supplies that are required beyond the Supplies Entitlement can be ordered directly from CSA at additional cost to Customer.

c) Pricing. This is a fixed supplies quantity contract. Customer is responsible for ordering Supplies as needed during the term of the Agreement. If additional Supplies are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. Should Customer require additional supplies beyond the contracted quantities, CSA will ship such additional quantities to Customer upon acceptance of Customer's purchase order for such additional Supplies. Customer will be invoiced separately for such additional orders over the fixed contract quantity and agrees to pay for such additional quantities. CSA reserves the right to refuse shipment of additional Supplies. This program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.

d) Term. The ColorWave Program shall be automatically renewed for successive one (1) year terms at CSA's then current charges, for a *pro rata* amount of the Supplies Entitlement based on the Supplies Entitlement for the initial term and under the terms and conditions of the Agreement unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. CSA may also notify Customer ninety (90) days in advance that the Supplies covered under the Agreement will no longer be available for any subsequent renewal terms. Customer may terminate this Program in any renewal term upon ninety (90) days prior written notice. For prepaid agreements, CSA will refund or credit the *pro rata* price of the remaining term.

e) Miscellaneous. CSA may refuse shipment of Supplies if Customer is not current on payments or is in default for any other reason. Customer may order Supplies under the Agreement via Order Schedule and/or amendment solely for its own internal use and not for resale. CSA may refuse shipment in the event that CSA reasonably believes Supplies are not being used for the internal use of the Customer or Customer's end user or if CSA reasonably believes Supplies are not being used solely with the ColorWave Equipment set forth on the Order Schedule.

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

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

a. Definitions:

- "Base Machine" means each model of the following: ProCut Table, Conveyor System, Roll-off Unit, Vacuum Generator, Automatic Router Bit Changer (ARC), ICC Camera, Integrated Tool Initialization Tool (ITI) and PC stand.
- "Consumable Parts" means cutting blades, knives, router bits, cutting underlays, scoring wheels and conveyor belts.
- "ProCut Equipment" means the following: Base Machine, the modules and tool inserts set forth herein and Consumable Parts.
- "Preventative Maintenance" means testing, adjusting, cleaning and replacement of components scheduled in accordance with the ProCut Equipment service specifications.
- "Service" means the repair and/or replacement of parts that are determined by CSA to contain manufacturing defects in order to keep the ProCut Equipment in good working order per manufacturer's written specifications provided that repairs can be performed in the field.

b) WARRANTY. CSA shall provide the limited warranty set forth in the General Terms for the term of the warranty as set forth below.

c) TERM and EXCLUSIONS. The terms set forth in this Section 10.0 (c) shall apply solely to the ProCut Equipment. The warranty period for the Base Machine shall be twenty-four (24) months from the date of installation, and the warranty period for modules and tool inserts (as identified below) set forth in any Order Schedule shall be six (6) months from the date of installation. During the applicable warranty period for the ProCut Equipment, CSA shall provide Service for the ProCut Equipment. CSA shall provide such Service during its normal business hours, at no charge, as determined to be necessary upon inspection by an authorized CSA Service Representative. CSA is not obligated by this warranty to perform repairs or parts replacement for defects or damage resulting in whole or part from (i) alteration, relocation, repairs, or use of parts, software or services not provided by CSA or its authorized representative, (ii) accident, (iii) abuse, willful misconduct, or negligence; (iv) the acts or omissions of Customer. Preventative Maintenance and the replacement of Consumable Parts are not covered by this warranty. Ground freight charges for parts covered by warranty are included. Expedited shipping charges of such warranty parts are excluded and will be invoiced to Customer separately. Service may be provided by CSA or a third party subcontracted by CSA.

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

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

d) POST-WARRANTY PROCUT EQUIPMENT SERVICE. Upon expiration of the warranty period set forth herein, Customer may purchase Maintenance from CSA for the Base Machine by signing CSA's

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider F



then-current Maintenance Agreement. Post-warranty Service is not available from CSA for the modules and tool inserts set forth above.

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

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

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

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

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

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



RIDER G
MASTER LEASE TERMS

CANON FINANCIAL SERVICES, INC.

14904 Collections Center Dr.

Chicago, Illinois 60693

(800) 220-0200

CFS -1133 (07/2905/22)

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

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

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

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

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

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

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

7. MAINTENANCE: Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions for and to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the Lease Terms. If a Lease Schedule includes payments for service and supplies, CSA is responsible for providing the service and supplies described in the Lease Schedule in accordance with CSA's terms and conditions, of which Customer acknowledges receipt. Unless otherwise indicated on a Lease Schedule, Customer authorizes CSA to use ~~the imageWARE Remote feature/networked features of the Equipment and remote reporting software ("Remote Reporting Agent") to obtain meter readings, receive software updates, activate features/new licenses~~ and transmit use and service data accumulated by the Equipment over ~~Customer's~~ your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment ~~and product improvement, providing reports and product improvement. Customer also authorizes CSA to accept on Customer's behalf, and Customer agrees to comply with, any licenses, terms of use and services, and privacy statements, which, unless otherwise agreed in writing by CSA, shall solely control as to the matters contained therein, including those pertaining to any personal data Customer may have shared in connection with the use of the Remote Reporting Agent. For example, CSA utilizes the Canon Universal Gateway 2 ("UGW2") as a Remote Reporting Agent through the UGW2 website, and the above authorization shall apply to the UGW2 Terms of Use and Terms of Service, and the UGW2 Privacy Statement.~~ Customer acknowledges that the charges set forth on the Lease Schedule are contingent on the continued use of ~~imageWARE Remote during the term. If Customer at any time disconnects, disables or denies access to this feature, CSA may increase the charges for such items by 5% for any subsequent billing period in which such feature remains non-operational.Remote Reporting Agent during the term.~~ If CSA does not receive timely meter readings from Customer, Customer shall pay invoices that reflect CSA's estimates of meter readings. CSA or CFS may verify the accuracy of any meter readings from time to time and invoice Customer for any shortfall in the next invoice. Customer shall use reasonable care in handling and operation of the Equipment. CSA shall have the right to substitute equivalent Equipment at any time during the term of a Lease Schedule in connection with any replacement of the Equipment by CSA. Customer acknowledges that CFS will not be responsible for any service, repairs, or maintenance of the Equipment, whether provided for in the Lease Terms, the applicable Lease Schedule, or in any other agreement between CSA and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under the applicable Lease Schedule without deducting or withholding any amounts.

8. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If

Customer fails to pay any such fees, assessments, taxes, expenses, or charges, as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses, and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer and that the payment of such taxes is an administrative act. For each Lease Schedule commenced incorporating these Lease Terms, Customer shall pay to CFS a documentation fee in the amount of \$85.

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

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

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

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

13. RENEWAL; RETURN: Except in the case of a Lease Schedule containing a \$1.00 Purchase Option, each Lease Schedule automatically renews under the same terms and conditions on a month-to-month basis if Customer fails to give CFS 60 days' prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless a Lease Schedule automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Lease Schedule terminates in good operating

condition, ordinary wear and tear resulting from proper use excepted, at Customer's sole cost and expense to a location specified by CFS, and shall reimburse CFS for any costs incurred to place the Equipment in good operating condition. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment.

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

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

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

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

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

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

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

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

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

Canon Solutions America, Inc.
Master Sales and Printer Services Agreement
Rider H



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

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

1. SUBSCRIPTION PRINTER SERVICES.

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

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

2. RENEWAL.

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

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

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

Canon Solutions America, Inc.
Master Sales and Printer Services Agreement
Rider H



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

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

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

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

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

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

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

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

6. SUPPLY INCLUSIVE PROGRAM.

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

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

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

Canon Solutions America, Inc.
Master Sales and Printer Services Agreement
Rider H



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

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

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

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

(c) Additional toner and ink cartridges, maintenance cartridges and drums beyond those included with the Printer Plan as set forth above may be purchased at CSA's standard rates. Orders for additional Printer Supplies (and any other supplies such as staples, paper, etc.) (a) must include a valid Customer purchase order number; (b) will be shipped to Customer FOB destination; and (c) are subject to a twenty percent (20%) restocking fee if accepted for return by CSA pursuant to its Material Return Authorization (MRA) procedure. If Customer requires a carrier other than CSA's preferred carrier(s), Customer shall provide CSA with the carrier's name and Customer's account number so that delivery charges will be incurred directly by Customer. "Expedite/Emergency Orders" are any orders, regardless of the shipping method, that per Customer's request, must be shipped on the same day as ordered and such Expedite/Emergency Orders are subject to the actual delivery charges. Customer is solely responsible for any damage to Printer Supplies after delivery. Claims for defective items, item shortages and invoice discrepancies as well as notification of both lost shipments and in transit damage to items (not otherwise accepted by Customer) must be provided to CSA within ten (10) days of the earlier of (i) receipt of the item or (ii) the invoice date (whichever is applicable).



Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

Lease Schedule ("Schedule") - Blended (SER-800)

NP 2022-22A

Customer: Newport, City Of
 Agreement #: MA31502

Salesperson: Sierra Love-Ernsinger
 Order Date: 10/05/22

Billing Information Customer Account: 1891293		Equipment Maintenance Information	
Company: Newport, City Of		Maintenance included for all Equipment	
DBA:		Excess Per Image Charge invoiced Monthly by CFS	
Address: 200 S WASHINGTON AVE		Per Unit Coverage Plan	
City: NEWPORT		Fixed Price Plan	
State: WA Zip: 99156-9670		Purchase Option: Fair Market Value	
Contact: North Nichole		Other Transaction Details	
Email: clerk@newport-wa.org			
Covered Device - Rider A (Office Equip/Cut Sheet Production)		Excess Per Image Charge(s)	
		B&W: \$0.007600 Color: \$0.053000	

Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information	Delivery Date:
4914C002	IRADVDC3826I	1	Shipping: 200 S WASHINGTON AVE	
4917C002	CASSETTE FEEDING UNIT-AW1	1	Address 2:	
4000C002	INNER FINISHER-L1	1	City: NEWPORT	County: PEND OREILLE State: WA Zip: 99156-9670
2368V119	LOW VOLUME CONNECTIVITY UP TO 30PPM	1	Primary Customer Contact: North Nichole	Email: clerk@newport-wa.org
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Phone #: 509.447.6429	
1618V190	IR ADVANCE IMPLEMENTATION SERVICES BY LOCAL SYSTEMS ENGINEER	1	Meter Contact:	
3754V837	IR ADV DX C3730/3725/3835/3830/3826 INSTALL PAK	1	Phone #:	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	IT Contact: North Nichole	
			Phone #: 509.447.6429	
			Billing:	
			Address 2:	
			City:	County: State: Zip:
			Billing Contact:	
			Phone #:	
			Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	

Additional Requirements:
 Consumables: Toner Only
 Meter Method: imageWare Remote
 For CSA USE ONLY:
 Config: A | 69649497
 Auto-Toner Fulfillment**
 Corporate Advantage

OC: COUNTY OF DUPAGE CONTRACT FLR-0251-18
 THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS"), TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE. THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. BY YOUR SIGNATURE, CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.

Customer Authorized Signature: _____ Printed Name: _____ Title: _____ Date: _____

ACCEPTANCE CERTIFICATE

To: CSA and Lessor: Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed Items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule.

Authorized Signature: _____ Printed Name: _____ Title: _____ Date: _____

For Internal Purposes Only:
 CFS Authorized Signature: _____ Printed Name: _____ Title: _____ Date: _____

Current Vs. Proposed

Law Enforcement



City Of Newport
Established 1703



CANON SOLUTIONS AMERICA

Current Service Based on Average Monthly Volume							
Serial #	Location	Current Equipment	B&W Image Rate	Color Image Rate	Estimated B&W Images per Month	Estimated Images per Month	Average Monthly Total
JME10426	200 S WASHINGTON AVE	ImageRUNNER5255	0.014237	0.096965	900	450	\$56.45
Total Monthly Expense							\$56.45

Proposed Service Based on Average Monthly Volume							
Serial #	Location	Proposed Equipment	B&W Image Rate	Color Image Rate	Estimated B&W Images per Month	Estimated Images per Month	Average Monthly Total
NEW	200 S WASHINGTON AVE	ImageRUNNER3826	0.0076	0.0530	900	450	\$30.69
Total Monthly Expense							\$30.69
Monthly Savings							\$25.76

Proposed Solution:

Rates are FIXED for the term of the agreement

Maintenance includes parts, labor, toner (excludes paper and staples)

Advance security, secure print, advance scanning, (to email, to folder, To google drive, etc)

Includes delivery, installation, training, auto meter reading, auto toner replenishment

Pricing:

MSRP - \$14,259.56

Omnia Discounted Purchase Price - \$5,058.57

Monthly Lease Payment - \$95

Lease based on standard 60 month FMV lease

Priced out Option:

Fax Board additional monthly expense - \$10



45.08



CANON SOLUTIONS AMERICA



Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Lease Schedule ("Schedule") - Blended (SER-800)

Customer: NEWPORT, CITY OF
Agreement #: MA31502

CFS App #:
Transaction #: S1311631

Salesperson: Sierra Love-Ensminger
Order Date: 10/05/22

NP 2022-22B

Billing Information Customer Account: 1891293		Equipment Maintenance Information	
Company: NEWPORT, CITY OF		Maintenance included for all Equipment	
Address: 200 S WASHINGTON AVE		Excess Per Image Charge invoiced Monthly by CFS	
City: NEWPORT		Per Unit Coverage Plan	
State: WA Zip: 99156-9670		Fixed Price Plan	
Contact: North Nickole		Purchase Option: Fair Market Value	
Email: clerk@newport-wa.org		Other Transaction Details	
Covered Device - Rider A (Office Equip/Cut Sheet Production)		Excess Per Image Charge(s)	
B&W: 0 Color: 0		B&W: \$0.007000 Color: \$0.042000	

Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information	Delivery Date:
3827C002	IRADVDC5840I	1	Shipping: 200 S WASHINGTON AVE	10/24/22
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Address 2:	
5546C002	BUFFER PASS UNIT-P2	1	City: NEWPORT	County: PEND OREILLE State: WA Zip: 99156-9670
5547C002	STAPLE FINISHER-AB2	1	Primary Customer Contact: North Nickole North	
3998C001	SUPER G3 FAX BOARD-AX1	1	Phone #: 509.447.6429	Email: clerk@newport-wa.org
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Meter Contact:	
2388V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Phone #:	
1618V190	IR ADVANCE IMPLEMENTATION SERVICES BY LOCAL SYSTEMS ENGINEER	1	IT Contact: North Nickole North	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Phone #: 509.447.6429	Email: clerk@newport-wa.org
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Billing:	
Additional Requirements:		Address 2: County: State: Zip:		
		City: Billing Contact: Phone #:		
		Elevator: No Loading Dock: No # of Steps: 10 Hrs of Operation: 9-5		
		Consumables: Toner Only Auto-Toner Fulfillment**		
		Meter Method: imageWare Remote Corporate Advantage		
		For CSA USE ONLY:		
		Config: A 69646757		

Customer Authorized Signature: _____ **Printed Name:** _____ **Date:** _____

ACCEPTANCE CERTIFICATE

To: CSA and Lessor. Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed Items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule.

Authorized Signature: _____ Title: _____ Date: _____

For Internal Purposes Only:
CFS Authorized Signature: _____ Title: _____ Date: _____

OC: COUNTY OF DUPAGE CONTRACT FLR-0251-18

THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS"), TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE. THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED, BY YOUR SIGNATURE, CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.

**Requires ImageWARE Remote

Current Vs. Proposed



City Of Newport
Established 1903

Canon

CANON SOLUTIONS AMERICA

Current Service Based on Average Monthly Volume							
Serial #	Location	Current Equipment	B&W Image Rate	Color Image Rate	Average B&W Images per Month	Average Color Images per Month	Average Monthly Total
JME10426	10 S WASHINGTON AV	ImageRUNNER5255	0.014237	0.096965	3,233	1,522	\$193.61
Total Monthly Expense							\$193.61

Proposed Service Based on Average Monthly Volume							
Serial #	Location	Proposed Equipment	B&W Image Rate	Color Image Rate	Average B&W Images per Month	Average Color Images per Month	Average Monthly Total
NEW	10 S WASHINGTON AV	ImageRUNNER5840	0.0070	0.0420	3,233	1,522	\$86.56
Total Monthly Expense							\$86.56
Monthly Savings							\$107.05

Proposed Solution:

Rates are FIXED for the term of the agreement

Maintenance includes parts, labor, toner (excludes paper and staples)

Advance security, secure print, advance scanning, (to email, to folder, To google drive, etc)

Includes delivery, installation, training, auto meter reading, auto toner replenishment

Pricing:

MSRP - \$27,661.00

Omnia Discounted Purchase Price - \$9,265.18

Monthly Lease Payment - \$184

Lease based on standard 60 month FMV lease



Canon

CANON SOLUTIONS AMERICA

Configuration Details

ImageRUNNER5840

- 40 PPM
- 4 Drawers
- Staple Finisher
- Power Filter
- Implementation Services



City Hall

46.77

ImageRUNNER3826

- 26 PPM
- 4 Drawers
- Inner Finisher
- Power Filter
- Implementation Services



Police

45.08

Law Enforcement



City Of Newport
Established 1903

Canon
CANON SOLUTIONS AMERICA

Omnia Pricing

Administration
ImageRunner5840

Pricing

Monthly Lease: \$184
BW Image Rate: .007
Color Image Rate: .042

Police Department
ImageRUNNER3826

Pricing

Monthly Lease: \$95
BW Image Rate: .0076
Color Image Rate: .053

Terms

Includes Lease Return
Net30 Terms
1 Free Move
Maintenance fixed for term of
the agreement

NASPO Pricing

Administration
ImageRunner5840

Pricing

Monthly Lease: \$195
BW Image Rate: .0074
Color Image Rate: .058

Police Department
ImageRUNNER3826

Pricing

Monthly Lease: \$107
BW Image Rate: .0106
Color Image Rate: .065

Terms

Includes Lease Return
Net30 Terms
Maintenance fixed for term of
the agreement

CITY OF NEWPORT
VOUCHER REPORT

DATE 10/17/2022

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City, and that I am authorized to authenticate and certify to said claim.

Checks 65242-65280 **\$80,494.07**

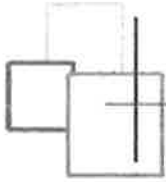
EFT 10/12/2022 Run 1-8 **\$31,003.81**

Dir Pay 10/12/2022 Run 1-8 **\$8,290.00**

Grand Total of all Claims **\$119,787.88**

City Clerk/Treasurer: _____



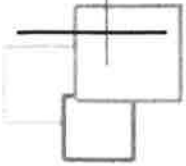


Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2022 - October - 2nd Council Meeting

Fund Number	Description	Amount
001	Current Expense	\$58,707.14
101	Street Fund	\$12,438.26
103	Real Estate Excise Tax	\$188.82
109	Tourism Promotion	\$4,566.70
410	Water Fund	\$23,782.46
411	Sewer Fund	\$19,065.08
633	State and Local Clearing Fund	\$1,039.42
	Count: 7	\$119,787.88

Register

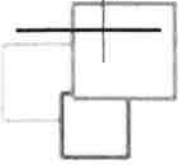


Fiscal: 2022
 Deposit Period: 2022 - October
 Check Period: 2022 - October - 2nd Council Meeting

Check	Number	Name	Print Date	Clearing Date	Amount
	51040005632				
65242		All Season Overhead Door	10/17/2022		\$1,260.09
65243		Anatek Labs, Inc.	10/17/2022		\$115.00
65244		Aramark	10/17/2022		\$162.32
65245		Arrow Construction Supply LLC	10/17/2022		\$1,633.50
65246		Bonner County Daily Bee	10/17/2022		\$250.00
65247		Canon Solutions America	10/17/2022		\$209.12
65248		Code Publishing Company	10/17/2022		\$3,323.71
65249		Consolidated Supply Co	10/17/2022		\$1,616.33
65250		Copper State Bolt & Nut	10/17/2022		\$1,196.20
65251		Country Lane	10/17/2022		\$10.77
65252		Dept. Of Enterprise Svcs	10/17/2022		\$16,324.00
65253		Eljay Oil Co.	10/17/2022		\$229.83
65254		Exbabylon Physical Security	10/17/2022		\$268.19
65255		Ferguson Waterworks	10/17/2022		\$10,115.96
65256		HD Fowler Company	10/17/2022		\$887.18
65257		International Selkirk Loop	10/17/2022		\$3,566.70
65258		J.A. Sewell & Assoc., LLC	10/17/2022		\$1,100.19
65259		Jason Earl Insurance	10/17/2022		\$300.00
65260		Newport Hospital & Health Svcs Foundation	10/17/2022		\$1,000.00
65261		Newport Miner	10/17/2022		\$281.90
65262		O'Reilly Auto Parts	10/17/2022		\$692.66
65263		Owen Equipment Co.	10/17/2022		\$4,215.45
65264		Pacwest Machinery	10/17/2022		\$706.43
65265		Peak Sand & Gravel	10/17/2022		\$419.23
65266		Pend Oreille Fire Dist. #4	10/17/2022		\$2,500.00
65267		Performance Systems Integration	10/17/2022		\$1,422.68
65268		PO CO Dispatch Center	10/17/2022		\$4,729.17
65269		PO CO District Court	10/17/2022		\$2,410.00
65270		PO CO IT Services	10/17/2022		\$6,154.50
65271		PO CO Jail	10/17/2022		\$5,388.75
65272		PO CO Solid Waste Div.	10/17/2022		\$242.51
65273		PO CO Treasurer	10/17/2022		\$383.65
65274		Red Rose Carpet Cleaning	10/17/2022		\$600.00
65275		SCJ Alliance	10/17/2022		\$5,025.12
65276		Selkirk Supply, Inc.	10/17/2022		\$1,016.78
65277		State Treasurer	10/17/2022		\$655.77

Number	Name	Print Date	Clearing Date	Amount
65278	Stericycle	10/17/2022		\$33.99
65279	The Beacon	10/17/2022		\$32.20
65280	Utilities Underground Location Center	10/17/2022		\$14.19
Direct Pay Payment 10/12/2022 9:27:38 AM	Billingsley, Brett	10/17/2022		\$1,300.00
-1				
Direct Pay Payment 10/12/2022 9:27:38 AM	Courtney, Shea	10/17/2022		\$50.00
-2				
Direct Pay Payment 10/12/2022 9:27:38 AM	Law Offices of Joshua Maurer, PLLC	10/17/2022		\$3,000.00
-3				
Direct Pay Payment 10/12/2022 9:27:38 AM	North, David	10/17/2022		\$50.00
-4				
Direct Pay Payment 10/12/2022 9:27:38 AM	North, Nickole	10/17/2022		\$50.00
-5				
Direct Pay Payment 10/12/2022 9:27:38 AM	Reid Legal Office, PLLC	10/17/2022		\$1,200.00
-6				
Direct Pay Payment 10/12/2022 9:27:38 AM	Thrive Law PLLC	10/17/2022		\$1,440.00
-7				
Direct Pay Payment 10/12/2022 9:27:38 AM	Van Valkenburg Law PS	10/17/2022		\$1,200.00
-8				
EFT Payment 10/12/2022 9:39:42 AM	- 1 AT&T Mobility	10/17/2022		\$204.23
EFT Payment 10/12/2022 9:39:42 AM	- 2 City Of Newport Water & Sewer (EFT)	10/17/2022		\$3,618.91
EFT Payment 10/12/2022 9:39:42 AM	- 3 City Service	10/17/2022		\$3,268.70
EFT Payment 10/12/2022 9:39:42 AM	- 4 Public Utility District	10/17/2022		\$7,126.01
EFT Payment 10/12/2022 9:39:42 AM	- 5 State of WA - DOR	10/17/2022		\$8,800.74
EFT Payment 10/12/2022 9:39:42 AM	- 6 US Bank	10/17/2022		\$7,062.63
EFT Payment 10/12/2022 9:39:42 AM	- 7 Ziply Fiber	10/17/2022		\$809.24
EFT Payment 10/12/2022 9:39:42 AM	- 8 Ziply Fiber	10/17/2022		\$113.35
	Total		Check	\$119,787.88
	Total		51040005632	\$119,787.88
	Grand Total			\$119,787.88

Voucher Directory



Fiscal : 2022 - October
 Council Date : 2022 - October - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
All Season Overhead Door	65242				
		09/2022 Firehall Door Repair	001-000-000-522-50-48-00	Repair & Maintenance	\$1,260.09
		Total 09/2022 Firehall Door Repair			\$1,260.09
Total All Season Overhead Door	65242				\$1,260.09
Anatek Labs, Inc.	65243				
		2217576 Bacteria Test	410-000-000-534-34-41-00	Professional Services	\$70.00
		Total 2217576 Bacteria Test			\$70.00
		2217621 Metals Tests	410-000-000-534-34-41-00	Professional Services	\$45.00
		Total 2217621 Metals Tests			\$45.00
Total Anatek Labs, Inc.	65243				\$115.00
Aramark	65244				
		09/2022 Aramark Uniform Services			
			001-000-000-576-80-49-00	Miscellaneous	\$32.48
			101-000-000-543-30-49-00	Miscellaneous Expenditures	\$53.84
			410-000-000-534-34-49-00	Miscellaneous Expenditures	\$26.24
			411-000-100-535-35-49-00	Miscellaneous Expenditures	\$49.76
		Total 09/2022 Aramark Uniform Services			\$162.32
Total Aramark	65244				\$162.32
Arrow Construction Supply LLC	65245				
		351501 Patcher Rental	101-000-000-542-30-31-00	Street Maintenance	\$1,633.50
		Total 351501 Patcher Rental			\$1,633.50
Total Arrow Construction Supply LLC	65245				\$1,633.50

Vendor	Member	Reference	Account Number	Description	Amount
AT&T Mobility		EFT Payment 10/12/2022 9:39:42 AM - 1		2022 - October - 2nd Council Meeting	
		09/2022 AT&T Cell Services		Communications	\$158.67
			001-000-000-521-20-42-00	CRO Communications	\$45.56
			001-000-000-524-60-42-00		\$204.23
		Total 09/2022 AT&T Cell Services			\$204.23
		Total EFT Payment 10/12/2022 9:39:42 AM - 1			\$204.23
Total AT&T Mobility					
Billingsley, Brett		Direct Pay Payment 10/12/2022 9:27:38 AM - 1		2022 - October - 2nd Council Meeting	
		10/2022 B PD Fees		Public Defenders	\$1,300.00
			001-000-000-512-50-41-00		\$1,300.00
		Total 10/2022 B PD Fees			\$1,300.00
		Total Direct Pay Payment 10/12/2022 9:27:38 AM - 1			\$1,300.00
Total Billingsley, Brett					
Bonner County Daily Bee		09/2022 Daily Bee Accounting Ad		2022 - October - 2nd Council Meeting	
		65246		Advertising	\$125.00
			410-000-000-534-34-41-03	Advertising	\$125.00
			411-000-100-535-35-41-05		\$250.00
		Total 09/2022 Daily Bee Accounting Ad			\$250.00
Total Bonner County Daily Bee					
Canon Solutions America		6002007190 Copier Maintc		2022 - October - 2nd Council Meeting	
		65247		Maintenance Copier	\$69.72
			001-000-000-513-10-48-01	Maint. Agrmt-Copy Machine	\$69.70
			410-000-000-534-34-49-03	Maint Agrmt. - Copy Machine	\$69.70
			411-000-100-535-35-49-03		\$209.12
		Total 6002007190 Copier Maintc			\$209.12
Total Canon Solutions America					
City Of Newport Water & Sewer (EFT)		EFT Payment 10/12/2022 9:39:42 AM - 2		2022 - October - 2nd Council Meeting	
		09/2022 Water & Sewer Bills		Utilities	\$145.82
			001-000-000-513-10-47-00	Facility Lease Utilities	\$61.62
			001-000-000-518-20-47-00	Utilities	\$61.63
			001-000-000-522-50-47-10	Water - Public Works Shop	\$166.40
			101-000-000-543-30-47-01	Public Utilities - Water	\$166.39
			410-000-000-534-34-47-01		

Voucher Number	Reference	Account Number	Description	Amount
		411-000-100-535-35-47-01	Public Utilities - Water	\$3,017.05
Total 09/2022 Water & Sewer Bills				\$3,618.91
Total EFT Payment 10/12/2022 9:39:42 AM - 2				\$3,618.91
Total City Of Newport Water & Sewer (EFT)				\$3,618.91
City Service				
	EFT Payment 10/12/2022 9:39:42 AM - 3		2022 - October - 2nd Council Meeting	
	09/2022 City Service Fuel			
		001-000-000-513-10-43-00	Travel	\$51.30
		001-000-000-521-20-32-00	Fuel	\$810.94
		101-000-000-543-30-32-00	Fuel Consumed	\$1,265.49
		410-000-000-534-34-32-00	Fuel Consumed	\$195.72
		411-000-100-535-35-32-00	Fuel Consumed	\$945.25
	Total 09/2022 City Service Fuel			\$3,268.70
	Total EFT Payment 10/12/2022 9:39:42 AM - 3			\$3,268.70
	Total City Service			\$3,268.70
Code Publishing Company				
	65248		2022 - October - 2nd Council Meeting	
		GC0008823 Code Updates		
		Dev Regs		
		001-000-000-558-50-41-00	Professional Services	\$3,323.71
	Total 65248			\$3,323.71
	Total Code Publishing Company			\$3,323.71
Consolidated Supply Co				
	65249		2022 - October - 2nd Council Meeting	
		09/2022 Consolidated Supply Statement		
		001-000-000-522-50-48-00	Repair & Maintenance	\$144.21
			Fire Hydrant parts	
		103-000-000-595-70-60-01	Reet 1 Capital Projects	\$188.82
			RV Park	
			RV Park Sewer Parts	
		410-000-000-534-34-48-00	Repair & Maintenance	\$1,283.30
			Water parts	
	Total 09/2022 Consolidated Supply Statement			\$1,616.33
	Total 65249			\$1,616.33
	Total Consolidated Supply Co			\$1,616.33

Vendor Number Reference Account Number Description Amount

Copper State Bolt & Nut
 65250
 09/2022 Copper State & Bolt Statement
 101-000-000-543-30-31-00 Operating Supplies
 Total 09/2022 Copper State & Bolt Statement
 \$1,196.20
 \$1,196.20
 \$1,196.20
 \$1,196.20

Total 65250
 Total Copper State Bolt & Nut
 Country Lane
 65251
 10077 Name Plate
 Lyndsie
 410-000-000-534-34-31-00 Office & Operating Supplies
 411-000-100-535-35-31-00 Office & Operating Supplies
 Total 10077 Name Plate
 \$5.38
 \$5.39
 \$10.77
 \$10.77
 \$10.77

Total 65251
 Total Country Lane
 Courtney, Shea
 Direct Pay Payment 10/12/2022 9:27:38 AM - 2
 10/2022 Courtney Cell Service
 410-000-000-534-34-42-00 Communications
 Total 10/2022 Courtney Cell Service
 Total Direct Pay Payment 10/12/2022 9:27:38 AM - 2
 \$50.00
 \$50.00
 \$50.00
 \$50.00

Total Courtney, Shea
 Dept. Of Enterprise Svcs
 65252
 15119833 Police Vehicle 22-1668
 2017 Ford Explorer
 001-000-000-594-21-60-00 Police Vehicle and Equipment
 Total 15119833 Police Vehicle 22-1668
 16146204 Diesel Generator
 411-000-100-594-35-60-01 Cap Outlay Covid 19 Sewer ARPA
 Total 16146204 Diesel Generator
 \$10,980.00
 \$10,980.00
 \$5,344.00
 \$5,344.00
 \$16,324.00
 \$16,324.00

Total Dept. Of Enterprise Svcs

Vendor Number Reference Account Number Description Amount

Eljay Oil Co. 65253 2022 - October - 2nd Council Meeting
 0937232 Loader Oil 101-000-000-543-30-48-00 Equipment Maintenance \$229.83
 Total 0937232 Loader Oil \$229.83
 Total Eljay Oil Co. \$229.83

Exbabylon Physical Security 65254 2022 - October - 2nd Council Meeting
 97650 Alarm Services
 001-000-000-514-20-42-00 Communications \$15.62
 001-000-000-521-20-42-00 Communications \$15.62
 101-000-000-543-30-42-00 Communications \$15.62
 410-000-000-534-34-42-00 Communications \$54.66
 411-000-100-535-35-42-00 Communications \$54.65
 Total 97650 Alarm Services \$156.17

Total 97927 Alarm Service Battery Repair
 97927 Alarm Service Battery Repair
 001-000-000-513-10-48-00 Repair & Maintenance \$28.01
 001-000-000-521-20-48-00 Repair & Maintenance Equipment \$28.01
 410-000-000-534-34-48-00 Repair & Maintenance \$28.00
 411-000-100-535-35-48-00 Repair & Maintenance \$28.00
 Total 97927 Alarm Service Battery Repair \$112.02
 Total 65254 \$268.19
 Total Exbabylon Physical Security \$268.19

Ferguson Waterworks 65255 2022 - October - 2nd Council Meeting
 09/2022 Ferguson 56550 Statement
 101-000-000-542-30-31-00 Street Maintenance \$1,895.38
 410-000-000-534-34-48-00 cold patch
 meters & parts
 Repair & Maintenance \$8,220.58
 Total 09/2022 Ferguson 56550 Statement \$10,115.96
 Total 65255 \$10,115.96
 Total Ferguson Waterworks \$10,115.96

HD Fowler Company 65256 2022 - October - 2nd Council Meeting
 09/2022 HD Fowler Statement
 001-000-000-522-50-48-00 Repair & Maintenance \$600.80
 Fire hydrant parts
 411-000-100-535-35-31-00 Office & Operating Supplies \$286.38
 Total 09/2022 HD Fowler Statement \$887.18

Voucher Number	Reference	Account Number	Description	Amount
Total 65256	Total 09/2022 HD Fowler Statement		Socket ends	\$887.18
Total HD Fowler Company				\$887.18
International Selkirk Loop 65257				
			2022 - October - 2nd Council Meeting	
			2023 Selkirk Loop Travel Guide & Web Ads	\$3,566.70
			109-000-000-573-90-49-00	\$3,566.70
			Spectator & Community Events	\$3,566.70
Total 65257	Total 2023 Selkirk Loop Travel Guide & Web Ads			\$3,566.70
Total International Selkirk Loop				
J.A. Sewell & Assoc., LLC 65258				
			2022 - October - 2nd Council Meeting	
			22NP09 Building Services	\$1,100.19
			001-000-000-558-50-41-00	\$1,100.19
			Professional Services	\$1,100.19
Total 65258	Total 22NP09 Building Services			\$1,100.19
Total J.A. Sewell & Assoc., LLC				
Jason Earl Insurance 65259				
			2022 - October - 2nd Council Meeting	
			1045 Broker Fee 3rd Qtr 2022	\$300.00
			001-000-000-513-10-46-00	\$300.00
			Liability Insurance	\$300.00
Total 65259	Total 1045 Broker Fee 3rd Qtr 2022			\$300.00
Total Jason Earl Insurance				
Law Offices of Joshua Maurer, PLLC				
			2022 - October - 2nd Council Meeting	
			Direct Pay Payment 10/12/2022 9:27:38 AM - 3	\$3,000.00
			10/2022 PA Fees	\$3,000.00
			001-000-000-515-41-41-01	\$3,000.00
			Pros Atty - Prof Svc	\$3,000.00
Total 65259	Total 10/2022 PA Fees			\$3,000.00
Total Law Offices of Joshua Maurer, PLLC	Total Direct Pay Payment 10/12/2022 9:27:38 AM - 3			\$3,000.00

Account Number **Description** **Amount**

Newport Hospital & Health Svcs Foundation	2022 - October - 2nd Council Meeting	
65260	10/2022 Autumn Bloom Ad Funding	
	109-000-000-573-90-49-00	Spectator & Community Events
	Total 10/2022 Autumn Bloom Ad Funding	\$1,000.00
Total 65260		\$1,000.00
Total Newport Hospital & Health Svcs Foundation		\$1,000.00
Newport Miner	2022 - October - 2nd Council Meeting	
65261	2022274 Legal	
	NEW Health CUP decision	
	001-000-000-558-50-41-04	Advertising
	Total 2022274 Legal	\$119.90
	NEWCIT0922	
	St Temp and Accounting Ads	
	101-000-000-543-30-41-00	Advertising
	410-000-000-534-34-41-03	Advertising
	411-000-100-535-35-41-05	Advertising
	Total NEWCIT0922	\$97.20
Total 65261		\$32.40
Total Newport Miner		\$32.40
North, David	2022 - October - 2nd Council Meeting	
	Direct Pay Payment 10/12/2022 9:27:38 AM - 4	
	10/2022 D North Cell Service	Communications
	410-000-000-534-34-42-00	
	Total 10/2022 D North Cell Service	\$50.00
Total Direct Pay Payment 10/12/2022 9:27:38 AM - 4		\$50.00
Total North, David		\$50.00
North, Nickole	2022 - October - 2nd Council Meeting	
	Direct Pay Payment 10/12/2022 9:27:38 AM - 5	
	10/2022 N North Cell Service	Communications
	001-000-000-514-20-42-00	
	Total 10/2022 N North Cell Service	\$50.00
Total Direct Pay Payment 10/12/2022 9:27:38 AM - 5		\$50.00
Total North, Nickole		\$50.00
O'Reilly Auto Parts	2022 - October - 2nd Council Meeting	
65262	09/2022 O'Reilly's Statement	
	City Car Brakes and Parts	
	001-000-000-513-10-48-00	Repair & Maintenance
	101-000-000-543-30-48-00	Equipment Maintenance
	410-000-000-534-34-48-00	Repair & Maintenance
	Total 09/2022 O'Reilly's Statement	\$119.65
Total 65262		\$333.71
Total O'Reilly Auto Parts		\$119.65

Performance Systems Integration
65267

2022 - October - 2nd Council Meeting			
12476680 Annual Ext Services		City Hall Repair & Maint	\$71.13
001-000-000-518-30-48-00		Repair & Maintenance Equipment	\$142.27
001-000-000-521-20-48-00		Repair & Maintenance	\$497.97
001-000-000-522-50-48-00		Repair & Maintenance	\$71.13
001-000-000-576-80-48-00		Equipment Maintenance	\$213.39
101-000-000-543-30-48-00		Repair & Maintenance	\$142.27
410-000-000-534-34-48-00		Repair & Maintenance	\$284.52
411-000-100-535-35-48-00			\$1,422.68
Total 12476680 Annual Ext Services			\$1,422.68
Total 65267			\$1,422.68

Total Performance Systems Integration

PO CO Dispatch Center
65268

2022 - October - 2nd Council Meeting			
10/2022 Dispatch Services		Sheriff Services (Dispatch)	\$4,729.17
001-000-000-521-20-41-03			\$4,729.17
Total 10/2022 Dispatch Services			\$4,729.17
Total 65268			\$4,729.17

Total PO CO Dispatch Center

PO CO District Court
65269

2022 - October - 2nd Council Meeting			
3rd Qtr 2022 District Court Fees		District Court Fees	\$2,410.00
001-000-000-512-50-49-00			\$2,410.00
Total 3rd Qtr 2022 District Court Fees			\$2,410.00
Total 65269			\$2,410.00

Total PO CO District Court

PO CO IT Services
65270

2022 - October - 2nd Council Meeting			
4th Qtr 2022 IT Services		Professional Services	\$5,128.75
ITS Support		CRO Prof Services	\$1,025.75
001-000-000-521-20-41-00			\$6,154.50
001-000-000-524-60-41-00			\$6,154.50
Total 4th Qtr 2022 IT Services			\$6,154.50
Total 65270			\$6,154.50

Total PO CO IT Services

Vendor Number Reference Account Number Description Amount

PO CO Jail 65271 2022 - October - 2nd Council Meeting \$5,388.75
 10/2022 Jail Services 001-000-000-523-60-41-00 Prisoner Room & Board \$5,388.75
 Total 10/2022 Jail Services \$5,388.75
 Total PO CO Jail \$5,388.75

PO CO Solid Waste Div. 65272 2022 - October - 2nd Council Meeting
 10/2022 Garbage Dump Statement
 001-000-000-576-80-47-00 Utilities \$32.82
 101-000-000-543-30-41-02 Professional Services \$32.82
 410-000-000-534-34-47-00 Public Utilities \$32.82
 411-000-100-535-35-47-00 Public Utilities \$144.05
 Total 10/2022 Garbage Dump Statement \$242.51
 Total PO CO Solid Waste Div. \$242.51

PO CO Treasurer 65273 2022 - October - 2nd Council Meeting
 09/2022 Court Remit 633-000-000-586-12-00-00 County Clearing Fund \$383.65
 Total 09/2022 Court Remit \$383.65
 Total PO CO Treasurer \$383.65

Public Utility District EFT Payment 10/12/2022 9:39:42 AM - 4 2022 - October - 2nd Council Meeting
 09/2022 PUD Bills
 001-000-000-513-10-47-00 Utilities \$174.98
 001-000-000-518-20-47-00 Facility Lease Utilities \$87.49
 001-000-000-522-50-47-10 Utilities \$87.49
 001-000-000-576-80-47-00 Utilities \$734.39
 101-000-000-542-63-47-00 Street Lighting \$1,328.72
 410-000-000-534-34-47-00 Public Utilities \$2,111.99
 411-000-100-535-35-47-00 Public Utilities \$2,600.95
 Total 09/2022 PUD Bills \$7,126.01
 Total EFT Payment 10/12/2022 9:39:42 AM - 4 \$7,126.01
 Total Public Utility District \$7,126.01

Red Rose Carpet Cleaning 65274 2022 - October - 2nd Council Meeting
 10/2022 Cleaning Services
 001-000-000-514-20-41-00 Professional Services \$125.00
 001-000-000-521-20-41-00 Professional Services \$100.00

Vendor	Number	Reference	Account Number	Description	Amount
			101-000-000-543-30-41-02	Professional Services	\$125.00
			410-000-000-534-34-41-00	Professional Services	\$125.00
			411-000-100-535-35-41-04	Professional Services	\$125.00
				Total 10/2022 Cleaning Services	\$600.00
				Total 65274	\$600.00
				Total Red Rose Carpet Cleaning	
				Reid Legal Office, PLLC	
				Direct Pay Payment 10/12/2022 9:27:38 AM - 6	
				10/2022 R PD Fees	
				001-000-000-512-50-41-00	\$1,200.00
				Public Defenders	\$1,200.00
				Total 10/2022 R PD Fees	\$1,200.00
				Total Direct Pay Payment 10/12/2022 9:27:38 AM - 6	\$1,200.00
				Total Reid Legal Office, PLLC	\$1,200.00
				SCJ Alliance	
				65275	
				09/2022 Planning Services	
				2022 - October - 2nd Council Meeting	
				001-000-000-558-50-41-00	\$5,025.12
				Professional Services	\$5,025.12
				Total 09/2022 Planning Services	\$5,025.12
				Total 65275	\$5,025.12
				Total SCJ Alliance	
				Selkirk Supply, Inc.	
				65276	
				09/2022 Selkirk Statement	
				2022 - October - 2nd Council Meeting	
				001-000-000-576-80-31-00	\$5.05
				Operating Supplies	\$19.07
				001-000-000-576-80-31-00	\$30.02
				Operating Supplies	\$85.83
				001-000-000-576-80-31-00	\$20.90
				Operating Supplies	\$9.11
				001-000-000-576-80-48-00	\$6.33
				Repair & Maintenance	\$10.59
				001-000-000-576-80-48-00	\$95.39
				Repair & Maintenance	\$69.92
				001-000-000-576-80-48-00	\$19.07
				Repair & Maintenance	\$69.93
				001-000-000-576-80-48-00	\$49.21
				Repair & Maintenance	\$23.31
				001-000-000-543-30-31-00	\$57.22
				Operating Supplies	\$3.03
				101-000-000-543-30-48-00	\$152.60
				Equipment Maintenance	\$11.84
				410-000-000-534-34-31-00	\$68.58
				Office & Operating Supplies	\$36.02
				410-000-000-534-34-31-00	
				Office & Operating Supplies	
				410-000-000-534-34-31-00	
				Office & Operating Supplies	
				410-000-000-534-34-48-00	
				Repair & Maintenance	
				410-000-000-534-34-48-00	
				Repair & Maintenance	

Voucher Number	Reference	Account Number	Description	Amount
		410-000-000-534-34-48-00	Repair & Maintenance	\$44.50
		410-000-000-534-34-48-00	Repair & Maintenance	\$14.28
		410-000-000-534-34-48-00	Repair & Maintenance	\$87.44
		411-000-100-535-35-48-00	Repair & Maintenance	\$27.54
			Total 09/2022 Selkirk Statement	\$1,016.78
Total 65276				\$1,016.78
Total Selkirk Supply, Inc.				\$1,016.78
State of WA - DOR				
	EFT Payment 10/12/2022 9:39:42 AM - 5	2022 - October - 2nd Council Meeting		
	09/2022 DOR tax return			
		410-000-000-534-34-44-00	B&O Utility Tax	\$7,216.39
		411-000-100-535-35-44-00	Utility B&O Tax	\$1,584.35
			Total 09/2022 DOR tax return	\$8,800.74
Total EFT Payment 10/12/2022 9:39:42 AM - 5				\$8,800.74
Total State of WA - DOR				\$8,800.74
State Treasurer				
	65277			
	09/2022 State Remit	2022 - October - 2nd Council Meeting		
		633-000-000-586-12-00-01	State Clearing Fund	\$610.27
		633-000-000-586-58-00-00	State Building Code Remit	\$45.50
			Total 09/2022 State Remit	\$655.77
Total 65277				\$655.77
Total State Treasurer				\$655.77
Stericycle				
	65278			
	8002461197 Document Shredding Services	2022 - October - 2nd Council Meeting		
		001-000-000-514-20-41-00	Professional Services	\$8.50
		101-000-000-543-30-41-02	Professional Services	\$8.49
		410-000-000-534-34-41-00	Professional Services	\$8.50
		411-000-100-535-35-41-04	Professional Services	\$8.50
			Total 8002461197 Document Shredding Services	\$33.99
Total 65278				\$33.99
Total Stericycle				\$33.99
The Beacon				
	65279			
	3886 St Temp & Accounting Ads	2022 - October - 2nd Council Meeting		
		101-000-000-543-30-41-00	Advertising	\$21.60
		410-000-000-534-34-41-03	Advertising	\$5.30

Vendor Number	Reference	Account Number	Description	Amount
		411-000-100-535-35-41-05	Advertising	\$5.30
Total The Beacon	Total 3886 St Temp & Accounting Ads			\$32.20
				\$32.20
				\$32.20
Thrive Law PLLC	Direct Pay Payment 10/12/2022 9:27:38 AM - 7	2022 - October - 2nd Council Meeting		
	00120 09/2022 Interim Attorney Services		City Attorney 40%	\$576.00
	001-000-000-515-41-41-00		Prof Svc City Atty 30%	\$432.00
	410-000-000-534-34-41-01		Prof Services City Attorney 30%	\$432.00
	411-000-100-535-35-41-01			\$1,440.00
	Total 00120 09/2022 Interim Attorney Services			\$1,440.00
Total Thrive Law PLLC	Total Direct Pay Payment 10/12/2022 9:27:38 AM - 7			\$1,440.00
US Bank	EFT Payment 10/12/2022 9:39:42 AM - 6	2022 - October - 2nd Council Meeting		
	09/2022 US Bank VISA			
	Trencher, tools, training,		Miscellaneous Expenditure	\$16.14
	001-000-000-511-60-49-00		Miscellaneous Expenditures	\$200.00
	001-000-000-513-10-49-00	IACC		
	001-000-000-514-20-31-00		Office & Operating Supplies	\$250.95
	001-000-000-514-20-49-00		Miscellaneous Expenditure	\$60.00
	001-000-000-515-41-41-02		Advertising	\$179.73
	001-000-000-521-20-31-00		Office & Operating Supplies	\$695.40
	001-000-000-521-20-49-00		Miscellaneous Expenditure	\$63.50
	001-000-000-524-60-31-00		CRO Supplies	\$27.79
	001-000-000-576-80-31-00		Operating Supplies	\$874.24
	Trencher			
	001-000-000-576-80-48-00		Repair & Maintenance	\$365.08
	101-000-000-543-30-31-00		Operating Supplies	\$874.24
	Trencher			
	101-000-000-543-30-41-02		Professional Services	\$110.00
	North CDL			
	101-000-000-543-30-42-00		Communications	\$37.48
	410-000-000-534-34-31-00		Office & Operating Supplies	\$874.24
	Trencher			
	410-000-000-534-34-41-03		Advertising	\$134.80
	410-000-000-534-34-42-00		Communications	\$127.79
	410-000-000-534-34-49-10		Training	\$60.00
	411-000-100-535-35-31-00		Office & Operating Supplies	\$298.26

Voucher Number	Reference	Account Number	Description	Amount
		411-000-100-535-35-31-00	Office & Operating Supplies	\$874.24
		Trencher		
		411-000-100-535-35-41-05	Advertising	\$134.80
		411-000-100-535-35-42-00	Communications	\$69.95
		411-000-100-535-35-49-00	Miscellaneous Expenditures	\$734.00
		Howard WWTP III, Halcro Vision, Crawford WWTP1		
		Total 09/2022 US Bank VISA		\$7,062.63
		Total EFT Payment 10/12/2022 9:39:42 AM - 6		\$7,062.63
Total US Bank				
Utilities Underground Location Center				
65280				
		2090196 Locates	2022 - October - 2nd Council Meeting	
		410-000-000-534-34-41-00	Professional Services	\$7.10
		411-000-100-535-35-41-04	Professional Services	\$7.09
		Total 2090196 Locates		\$14.19
Total Utilities Underground Location Center				\$14.19
Van Valkenburg Law PS				
		Direct Pay Payment 10/12/2022 9:27:38 AM - 8	2022 - October - 2nd Council Meeting	
		10/2022 Van PD Fees	Public Defenders	\$1,200.00
		001-000-000-512-50-41-00		
		Total 10/2022 Van PD Fees		\$1,200.00
Total Direct Pay Payment 10/12/2022 9:27:38 AM - 8				\$1,200.00
Total Van Valkenburg Law PS				\$1,200.00
Ziply Fiber				
		EFT Payment 10/12/2022 9:39:42 AM - 7	2022 - October - 2nd Council Meeting	
		09/2022 Telephone Services	Communications	\$138.80
		001-000-000-514-20-42-00	Professional Services	\$115.24
		001-000-000-521-20-41-00	Install Police 447-6497	
		001-000-000-521-20-42-00	Communications	\$138.80
		101-000-000-543-30-42-00	Communications	\$138.80
		410-000-000-534-34-42-00	Communications	\$138.80
		411-000-100-535-35-42-00	Communications	\$138.80
		Total 09/2022 Telephone Services		\$809.24
Total EFT Payment 10/12/2022 9:39:42 AM - 7				\$809.24

Vendor	Number	Reference	Account Number	Description	Amount
	EFT Payment	10/12/2022 9:39:42 AM - 8	2022 - October - 2nd Council Meeting		
	10/2022 Auto Dialer Service		411-000-100-535-35-42-00	Communications	\$113.35
	Total 10/2022 Auto Dialer Service				\$113.35
	Total EFT Payment	10/12/2022 9:39:42 AM - 8			\$113.35
Total Ziplly Fiber					\$922.59

Grand Total Vendor Count 54 \$119,787.88

CITY OF NEWPORT
PAYROLL CHECK REGISTER
PAYDAY: October 7, 2022

We, the undersigned Council of the City of Newport, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that Check No. 1316 through No. 1322 as well as the direct deposit run 10/05/2022 for employees are approved for payment in the amount of \$70,979.21 this 17th day of October 2022.

Councilmember _____

Councilmember _____

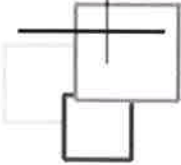
Councilmember _____

Councilmember _____

Councilmember _____

City Clerk/Treasurer  _____

Register



Number	Name	Fiscal Description	Cleared	Amount
1316	Dept of Labor & Industry	2022 - October - 1st Council Meeting		\$2,027.13
1317	Dept of Retirement - Def Comp	2022 - October - 1st Council Meeting		\$892.50
1318	Dept of Retirement Systems	2022 - October - 1st Council Meeting		\$7,760.58
1319	EFTPS	2022 - October - 1st Council Meeting		\$11,662.54
1320	Employment Security	2022 - October - 1st Council Meeting		\$97.86
1321	Employment Security - PMFL	2022 - October - 1st Council Meeting		\$217.88
1322	Vimly Benefit Solutions, Inc.	2022 - October - 1st Council Meeting		\$11,975.29
<u>Direct Deposit Run -</u>	<u>Payroll Vendor</u>	<u>2022 - October - 1st Council Meeting</u>		<u>\$36,345.43</u>
<u>10/5/2022</u>				\$70,979.21