



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

UNIFIED LEASE AGREEMENT

#ULS S0739065.01

Salesperson: Stephen C. Verdung

Order Date: 9/14/2017

Customer ("You"): Customer Account: 1429265		Organization Information	
Company Legal Name: LIBERTYVILLE SCHOOL DISTRICT 70		Federal Tax Identification Number (TIN):	
Doing Business As:		<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Non-Profit Corporation <input checked="" type="checkbox"/> State or Local Government <input type="checkbox"/> Sole Proprietorship If selected, complete Date of Birth _____	
Billing Address: 1381 LAKE ST DISTRICT OFFICE		Chief Executive Office and address for notices:	
City: LIBERTYVILLE	County: LAKE	Address:	
State: IL	Zip: 60048-1729	City: _____ State: _____ Zip: _____	
Phone: 847.362.9030	Fax:		
Contact: Kurt Valentin	E-Mail: kvalentin@d70schools.org		
Lease Information			
Lease Term 60 Months	Payment * \$ 115,524.00 (* Plus applicable taxes)	Amount Due at Signing # of Payments in Advance: 0 TOTAL DUE AT SIGNING * \$ 0.00	
Payment Frequency <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	<input type="checkbox"/> Annually <input type="checkbox"/> Fair Market Value	Check must accompany agreement	
of Lease Term Purchase Option * <input checked="" type="checkbox"/> \$1.00 <input type="checkbox"/> Other _____ (estimated)		Tax Exempt <input checked="" type="checkbox"/> Yes (Attach certificate)	
Equipment Description: See Schedule A			
Equipment Maintenance	Select 1 option: <input type="checkbox"/> Included for all Equipment <input checked="" type="checkbox"/> Included, except for Equipment excluded on Schedule A <input type="checkbox"/> Declined <input type="checkbox"/> Under separate agreement		
Excess Per Image Charge Billing Cycle <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other Annually	<input type="checkbox"/> Per Unit <input checked="" type="checkbox"/> Fleet	Coverage Plan If adding to existing fleet, applicable contract # _____ <input type="checkbox"/> Aggregate <input type="checkbox"/> If adding to an existing Aggregate, provide either a contract # or serial # under Aggregate.	
Consumables Inclusive <input checked="" type="checkbox"/> Toner <input checked="" type="checkbox"/> Other Staples	PO Required <input type="checkbox"/> Yes PO# _____ <input type="checkbox"/> No	Charges See Schedule A	
Personal Guaranty			
<p>The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of CANON SOLUTIONS AMERICA, INC. ("CSA") entering into a unified lease agreement (together with any schedules or supplements thereto, "Agreement") with the customer identified above ("Customer"), irrevocably and unconditionally, jointly and severally, guarantee to Lessor (as defined in the Agreement) and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all terms of the Agreement and any other transaction between Customer and Lessor (or CSA as assigned to Lessor) (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether by agreement or operation of law.</p> <p>If any payment applied by Lessor on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days' prior written notice to CSA and Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date. Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's rights against Customer until the Liabilities are satisfied in full. Any (a) renewals and extensions of time of payment, (b) release, substitution or compromise of or realization upon the Equipment, other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between Lessor (or CSA as assigned by Lessor) and Customer or any third party, may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.</p> <p>Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities or any part thereof and in enforcing the Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND CSA AND LESSOR, BY THEIR ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.</p> <p>Guarantors agree that CSA and Lessor may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.</p>			
Printed Name: _____		Signature: _____ (no title) Date: _____	
Address: _____		Phone: _____	
Printed Name: _____		Signature: _____ (no title) Date: _____	
Address: _____		Phone: _____	
<p>BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE THE ITEMS LISTED ON SCHEDULE A OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE GENERAL TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. The undersigned and CSA have each caused this Agreement to be executed as of the date first written below.</p>			
Customer's Authorized Signature: _____		Date: _____	
Printed Name: _____		Title: _____	
CSA Authorized Signature: _____		Date: _____	
Printed Name: _____		Title: _____	

1. LEASE OF EQUIPMENT AND SOFTWARE

1.1 Listed Items; Commencement of Lease; Lessor. CSA shall supply, for lease by you as provided below, and you shall lease the units of equipment ("Equipment") and licenses of software with separate support contracts, if applicable ("Listed Software"); and together with the Equipment and all replacements and additions thereto, "Listed Items" indicated on Schedule A. The initial lessor is Canon Financial Services, Inc. (together with any future successors or assignees of its rights as lessor, "Lessor"). You shall keep the Listed Items at the "Ship To" location, not move them to another location without the prior written consent of Lessor (defined below), and keep them free and clear of all liens and encumbrances. This Agreement shall be effective on the date the Listed Items are delivered to you ("Lease Commencement Date"). The term of this Agreement begins on the date accepted by Lessor or any later date that CSA designates ("Agreement Date") and shall continue for an initial term of the number of months specified on page 1 (together with any renewal periods, "Lease Term"). Your execution of an acceptance certificate provided by CSA shall conclusively establish that the Listed Items have been delivered to and irrevocably accepted by you. If you have not, within 10 days after delivery of Equipment, delivered to Lessor written notice of non-acceptance of any Equipment, specifying the reasons and referencing this Agreement, you shall be deemed to have irrevocably accepted the Equipment. After acceptance, you shall have no right to cancel this Agreement or return the Listed Items prior to the end of the Lease Term for any reason whatsoever, including termination of any maintenance services that may be provided by CSA under this or any separate agreement. Title to all Listed Items shall be transferred by CSA to Lessor. CSA shall assign to Lessor all of its rights (but none of its obligations) with respect to the Listed Items, including the right to receive all Payments. Lessor does not and shall not assume any obligations under this Agreement. CSA shall remain solely liable for the performance of all maintenance, service, and warranty obligations described in this Agreement.

1.2 Payments and Costs. You shall pay to Lessor each billing period the fixed base and, if applicable, the fixed maintenance amounts and per image charges and all other amounts, as listed and specified on page 1 and Schedule A and such other amounts permitted in this Agreement as invoiced by Lessor (collectively, "Payments"; per image charges are the "Usage Payments", and all other Payments are the "Fixed Payments"). For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media wider than 8 1/2". The per image charges included within the Usage Payments are subject to an annual increase of up to 10% (as determined by CSA in its sole discretion) either (i) on each anniversary of the Lease Commencement Date or (ii) once in each calendar year if you have selected the Aggregate Coverage Plan. Fixed Payments are fixed for the initial term. Prepaid charges shall not be refundable except as provided in Paragraph 2.1(b). Invoices shall be due and payable upon receipt. All Payments will be applied in such order as Lessor, in its discretion, may determine. This lease is a net lease. Fixed Payments shall be made without set-off or deduction, even if the Listed Items malfunction and irrespective of any non-performance by CSA of its maintenance obligations. You authorize Lessor to adjust the Payments and the End of Term Purchase Option amount (if specified on page 1) ("Purchase Option") by up to 15% if the actual cost of the Listed Items and any related services and supplies, including any sales and use tax, exceed CSA's estimates on which such amounts were based. You shall pay a \$85 documentation fee and any applicable taxes (including personal property tax), expenses, charges and fees imposed with respect to the Listed Items, the Payments or your performance or non-performance under this Agreement, and you shall reimburse Lessor for the same plus processing fees (collectively, "Costs"). You agree that Lessor may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder and in no event shall any amount paid in advance earn interest unless required by applicable law. If any Payments are late, you shall pay (a) the actual and reasonable costs and expenses of collection, including attorneys' fees, whether or not suit is brought, (b) a late charge equal to the higher of 10% of the amount due or \$25, as reasonable liquidated damages, and (c) if Lessor should bring court action, you agree that attorney fees equal to 25% of the amount sought shall be deemed reasonable, in each case not to exceed the maximum amount permitted by law.

1.3 Purchase Options; Return. (a) **END OF TERM PURCHASE OPTION.** To elect this option, you shall give Lessor 60 days' prior irrevocable written notice (unless the Purchase Option price is \$1.00) that you will purchase, upon the expiration of the Lease Term, all the Listed Items at the Purchase Option price plus any Costs. (b) **PRIOR TO MATURITY PURCHASE.** You may, upon 60 days' prior irrevocable written notice, purchase all the Listed Items at a price equal to the sum of all remaining Payments, plus the Fair Market Value, plus Costs. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time you notify Lessor of your intent to purchase the Listed Items. (c) **Listed Item purchases** shall be "AS-IS WHERE-IS" without warranty, except for title; purchases of licenses of Listed Software are subject to the terms thereof. (d) Unless this Agreement contains a \$1.00 Purchase Option, this Agreement shall automatically renew on a month to month basis at the same Payment amount (subject to increase of Usage Payments) and frequency unless you, at least 60 days before the end of the Lease Term, send to Lessor written notice (the "End of Term Notice") that you either (i) are purchasing all (but not less than all) of the Equipment in accordance with the terms hereof, or (ii) do not want to renew this Agreement, and at the end of the Lease Term shall return the Equipment as provided below. Unless this Agreement automatically renews or you purchase the Equipment as provided in this Agreement, you shall, at the termination of the Lease Term, return the Equipment at your sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge you a return fee equal to the greater of one Fixed Payment or \$250 for the processing of returned Listed Items. If for any reason you fail to return any Equipment to Lessor as provided in this Agreement by the last day of the Lease Term, you shall pay to Lessor upon demand one billing period's Fixed Payment for each billing period or portion thereof that such return is delayed. If you fail to provide the required End of Term Notice and return the Equipment at the end of such Lease Term, you shall pay to Lessor upon demand the 60 day equivalent of Fixed Payments to satisfy the End of Term Notice period referenced above. You shall reimburse Lessor for any costs incurred by Lessor to place the Listed Items in good operating condition.

2. MAINTENANCE. YOU SHALL RECEIVE THE MAINTENANCE DESCRIBED IN THIS PARAGRAPH 2 ("Maintenance") ONLY IF YOU HAVE ACCEPTED MAINTENANCE ON PAGE 1. Such services are subject to the exclusions hereinafter described. Maintenance provided to you under separate agreement between CSA and you shall be governed solely by the provisions thereof.

2.1 Covered Service. (a) CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed between 8:30 A.M. and 5:00 P.M. Monday through Friday, except holidays. (b) You shall afford CSA reasonable and safe access to the Equipment to perform on-site service. CSA may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside CSA's service coverage area. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's

routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of its maintenance obligations as to such Equipment and refund the unearned portion of any prepaid Usage Payments. Parts or Equipment replaced or removed by CSA in connection with Maintenance shall become the property of Lessor and you disclaim any interest in them. (c) Installation/Implementation of Listed Software may be at an additional charge except to the extent included as a Listed Item, and may be conditioned on your agreement to a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. (d) Support for Listed Software is provided directly by the respective developers thereof and as set forth in each developer's applicable separate support contract, and is not provided by CSA under this Agreement except as expressly provided herein. Support for Listed Software may require separate purchase by you of a support contract, unless included under this Agreement as a Listed Item. The terms of support contracts for Listed Software are available from the developers, or will be provided to you by CSA upon request. Notwithstanding any provision in the support contract to the contrary, it shall automatically renew on an annual basis, subject to a price increase after the initial term. (e) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment and for Listed Software, but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Listed 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 either Listed Software or for 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. (f) CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software (except that for certain Listed Software, Level 1 support shall be provided only if and so long as a separate software support contract for such Listed Software from the developer thereof is in effect). Level 1 support consists of (i) providing help-line telephone assistance in operating the Listed Software and identifying service problems in the Listed Software, and attempting to troubleshoot any such problems; (ii) escalating operating problems to the applicable developer of the Listed Software as needed to rectify such problems, including facilitating contact between you and the developer of the Listed Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same.

2.2 Maintenance Term and Charges. (a) Maintenance shall start on the Lease Commencement Date and shall continue for the Lease Term. (b) Consumables Inclusive Maintenance includes replenishment of toner only (and other consumables, but only if specified on page 1) Toner is supplied for exclusive use with the Equipment. CSA may terminate the Maintenance if you use consumables in a different manner. If your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required. 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 this Agreement or Maintenance. (c) If you selected the Fleet or Aggregate Coverage Plan on page 1, the Covered Images Included shall apply to all of the Equipment on Schedule A unless otherwise indicated. If specified on page 1 that the Listed Items are being added to an existing fleet under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements 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 agreements. (d) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements 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. (e) Unless otherwise indicated on Schedule A, you authorize CSA to use networked features of the Equipment including imageWARE 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. This feature is not capable of sending or receiving image data. (f) You shall provide meter readings to CSA in accordance with the Meter Read Method selected. If you selected the myCSA website, 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. If CSA does not receive timely meter readings from you, you shall pay invoices that reflect CSA's estimates of meter readings. CSA may verify the accuracy of any meter readings from time to time and invoice you for any shortfall in the next invoice. (g) You agree that CSA may suspend performance of Maintenance if and so long as any Payments are overdue, and that any such suspension shall not in and of itself be deemed a termination of this Agreement.

2.3 Non-Covered Service. The following services are not included within Maintenance and shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumables not provided as part of Consumable Inclusive Maintenance identified on page 1, including, without limitation, paper, toner, ink, waste containers, fuser oil, staples, other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software not supplied by CSA; service performed by anyone other than CSA; accident; use of Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation, or relocation of Equipment; (d) repairs to or realignment of Equipment and related training necessitated by changes made to your system configuration or network environment; (e) work requested to be performed outside of CSA's regular business hours; and (f) repair of any network/system connection devices, except when listed on page 1. If you have NOT selected Maintenance on page 1, any of the maintenance services described in Paragraph 2.1 above shall be available only upon your request, either under separate agreement with CSA or invoiced in accordance with CSA's then current labor, parts and supply charges.

Installation of certain Listed Software may also require a separate agreement between you and CSA setting forth the scope of work, your responsibilities in connection with such installation, and other terms and conditions as required by CSA. Such separate agreement(s) shall solely govern, and this Agreement shall not apply to, the services described therein.

3. CSA CUSTOMER SATISFACTION POLICY. If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. If a replacement unit is provided, the lease hereunder of the replaced unit shall be deemed terminated and the replacement unit shall be deemed a "Listed

Item" for the lease and all other purposes of this Agreement. This policy shall apply only if you are not in default of this Agreement and Maintenance under this Agreement has not been canceled or terminated.

4. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that Lessor is not storing Data on behalf of you and that exposure or access to the Data by CSA or Lessor, if any, is purely incidental to the services performed by CSA or Lessor. Neither CSA nor Lessor nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or Lessor or any other disposition of the Equipment by you. You are solely responsible for: (A) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case you should properly destroy the replaced hard drive). You shall indemnify Lessor, CSA, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA or Lessor applies, or could be construed to apply to Data.

5. LIMITED WARRANTY; EXCLUSIONS & LIMITATIONS; INDEMNIFICATION

5.1 Limited Warranty. Equipment is warranted only as provided in the manufacturer's warranty provided with the Equipment (for CANON brand Equipment, the manufacturer's warranty is provided by Canon U.S.A., Inc.). End user warranties, if any, for Listed Software are provided solely by the developers or suppliers of the Listed Software. So long as you are not in breach or default of this Agreement, Lessor assigns to you, solely for the purpose of making and prosecuting any such claim, the rights, if any, which Lessor may have under all such warranties for the Listed Items.

5.2 Disclaimer of Warranties. LESSOR IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE LISTED ITEMS. AS BETWEEN YOU AND LESSOR, THE LISTED ITEMS ARE LEASED "AS IS" AND ARE OF A SIZE, DESIGN, AND CAPACITY SELECTED BY YOU. LESSOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LISTED ITEMS. The warranties, if any, provided for any of the Listed Items are enforceable by you only against the Canon company or third party making such warranties, not against any Lessor. CSA is not an agent or representative of Lessor and is not authorized to waive or alter any of Lessor's rights or make any representation for Lessor about the Listed Items, except to the extent set forth in this Agreement. EACH OF CSA AND LESSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR CSA'S SERVICES. THE FURNISHING OF MAINTENANCE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION OR USE OF ANY OF THE LISTED ITEMS.

5.3 Limitation of Liability. NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY SUCH PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES; OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA OR LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.4 Indemnification. You shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Listed Items, before and after the Lease Term ends.

6. ADDITIONAL LEASE REQUIREMENTS.

6.1 Warranty of Business Purpose; Maintenance. You warrant that the Listed Items will not be used for personal, family or household purposes. If at any time for any reason whatsoever CSA's maintenance obligations have terminated, at your sole expense you shall keep the Equipment in good working order and supply and install replacement parts and accessories when required to maintain the Equipment. Any such replacements shall be the property of Lessor and shall be deemed Equipment.

6.2 Risk of loss; Insurance. Effective upon delivery to you, you shall bear the entire risk of any loss or theft of or damage to the Equipment ("Loss"). You shall obtain and maintain during the term hereunder including all renewals and extensions, at your expense, (a) property insurance for the full replacement value of the Equipment and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor 30 days' prior written notice of alteration or cancellation. You shall deliver certificates or other evidence of insurance to Lessor. You appoint Lessor as your attorney-in-fact solely to make claim for, receive payment of, and execute and endorse documents, checks, or drafts for any Loss. If within 10 days after request you fail to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interest in the Equipment, and add the costs of maintaining such insurance, and an administrative fee, to the amounts due from you under the Agreement. Lessor and any of its affiliates may make a profit on the foregoing. You shall promptly (i) repair or replace any Equipment subject to a Loss or (ii) pay to Lessor the Remaining Lease Balance (defined below). No Loss shall relieve you of any obligation under this Agreement.

7. DEFAULT; REMEDIES. You shall be in default of this Agreement if: (a) you fail to make any Payments when due or perform any of your other obligations under this Agreement; (b) you fail to make payments when due of any indebtedness to Lessor; (c) you or any guarantor of your obligations ("Guarantor") cease doing business as a going concern; (d) you or any Guarantor become insolvent or make an assignment for the benefit of creditors; (e) a petition or proceeding is filed by or against you or any Guarantor under any bankruptcy or insolvency law; (f) a receiver, trustee, conservator, or liquidator is appointed for you, any Guarantor, or any of your or any Guarantor's property; (g) any statement, representation or warranty made

by you or any Guarantor to CSA or Lessor is incorrect in any material respect; or (h) you or any Guarantor who is a natural person dies. If you are in default, you shall pay for Lessor's reasonable collection and other costs, and without limiting any of CSA's rights hereunder or under applicable law, Lessor may exercise (on behalf of itself and, as applicable, CSA) any one or all of the following remedies: (1) declare all unpaid Payments (other than per image charges) immediately due and payable, with Lessor retaining title to the Listed Items; (2) terminate any and all agreements with you; (3) without notice, demand or legal process, retake possession of the Listed Items (and you authorize Lessor to enter upon the premises where the Listed Items may be found) and (A) retain the Listed Items and all Payments and other sums paid, (B) re-lease the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the value attributed to the Listed Items by Lessor for purposes of calculating the payments under the new lease agreement, or (C) sell the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (4) pursue any other remedy permitted at law or in equity. Lessor may sell the Listed Items after preparing them or not and may disclaim warranties of title and the like. If the Listed Items are not available for sale, you shall be liable for the Remaining Lease Balance and any other amounts due. The "Remaining Lease Balance" shall be the sum of: (i) all Fixed Payments then owed by you to Lessor; (ii) the present value of all remaining Fixed Payments for the full Lease Term; (iii) the Purchase Option price of the Listed Items indicated on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value, Fixed Payments shall be discounted at 3% per year.

8. SECURITY; WAIVER. You authorize Lessor to file any form of financing or continuation statements and amendments thereto. THE LEASE CREATED BY THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A"). LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE, AND YOU IRREVOCABLY WAIVE ANY RIGHT OF NOTICE THEREOF. YOU WAIVE YOUR RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522. If the lease is determined not to be a true lease, you grant Lessor a security interest in the Listed Items. Your exact legal name, your chief executive office address, and your jurisdiction of organization are as set forth on page 1; if you change any of them or the corporate structure, you shall provide prior written notice to Lessor 30 days before such change. Upon request, you will execute and deliver to Lessor such documents as required or appropriate.

9. GENERAL

9.1 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 FOR ALL PURPOSES BE GOVERNED BY THE LAWS OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN CAMDEN OR BURLINGTON COUNTY, NEW JERSEY, OR AT LESSOR'S OPTION IN ANY STATE WHERE YOU OR THE EQUIPMENT ARE LOCATED. YOU WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS, TO VENUE AND TO CONVENIENCE OF FORUM, ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE, SHALL BE COMMENCED, IF AT ALL, WITHIN 1 YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

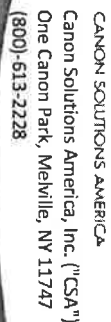
9.2 Entire Agreement; Electronic Acceptance. This Agreement shall be binding upon you when you sign it, upon CSA when CSA has installed the Equipment, and upon Lessor when you have accepted the Listed Items. All provisions of this Agreement, including Section 4, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. CSA or Lessor may insert missing or correct other information including the Listed Item description, serial number, and location; and corrections to your legal name; but otherwise this Agreement (together with any separate agreement entered into between you and CSA as described in Section 2.3 above) constitutes the entire agreement between the parties with respect to the subject matter hereof. Any purchase order utilized by you 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. No representation or statement shall be binding upon Lessor or CSA as a warranty or otherwise unless it is contained in the original of this Agreement. This Agreement shall not be modified or amended except in a written amendment signed by an authorized signer of CSA and you. If a court finds any provision to be unenforceable, the remaining provisions shall remain in full force and effect. You expressly disclaim having relied upon any statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth in the original of this Agreement. CSA or Lessor may accept electronic images of this Agreement or any Acceptance Certificate as originals, and electronic copies of your signature will be treated as original for all purposes.

9.3 Joint and Several Liability; Assignment. If more than one entity executes this Agreement as the Customer, your obligations shall be joint and several, YOU SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL YOU SUBLET OR LEND ANY LISTED ITEMS. Each of CSA and Lessor may pledge or assign its rights under this Agreement. If a Lessor assigns its rights, the assignee will have the same rights and benefits that the Lessor had and shall not have any obligations hereunder. The rights of the assignee will not be subject to any claims, defenses, or set-offs that you may have against the Lessor.

9.4 Notices. All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth on page 1 or at such other address as such party may designate in writing from time to time. Notices shall be effective 3 days after deposit in the U.S. mail, duly addressed, or upon delivery via personal or express delivery, facsimile or other electronic transmission. You shall send all notices regarding lease provisions to Lessor only, and all notices regarding maintenance provisions to CSA only.

Address for notices to Canon Solutions America, Inc.: 300 Commerce Square Blvd, Burlington, NJ 08016 Attn: Customer Service Department Phone: (800) 613-2228 Fax: (800) 220-4002 Email: customercare@csa.canon.com	Address for notices to Canon Financial Services, Inc.: 158 Gaither Drive, Suite 200 Mount Laurel, NJ 08054 Attn: Customer Service Department Phone: (800) 220-0330 Fax: (856) 813-5122 Email: customer@cfs.canon.com
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9.5 USA PATRIOT Act; Credit information. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who enters into a lease. This means that when you enter into a lease, Lessor may ask for, among other things: (a) your federal tax identification number and (b) your date of birth, if you are a sole proprietor. Lessor may also ask to see identifying documents. You authorize your credit references, any credit reporting agency, or any third party (including Lessor) to collect any credit information and to release the same to Lessor, its affiliates, and their respective designees or assignees.



Schedule A

Page 1 of 7

Customer Name: LIBERTYVILLE SCHOOL DISTRICT 70

Delivery Address: 1381 LAKE ST DISTRICT OFFICE		Connectivity Contact: Kurt Valentin	
City: LIBERTYVILLE		County: LAKE	E-Mail: kvalentin@d70schools.org
State: IL	Zip: 60048-1729	Phone #: 847.362.9030	
Delivery Contact: Kurt Valentin		Fax #:	
E-Mail: kvalentin@d70schools.org		Special Instructions:	
		I/T Phone #: 847.362.9030 Elevator: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Loading Dock: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
		Earliest Delivery Date: 9/22/2017 # of Steps: 0	Hours of Operation: 9-5

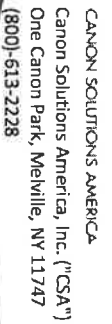
Equipment Maintenance Information

[illegible]

SLS-111S CFS-1208 July 2017

Key to Meter Read Method: IMAGEWARE Remote unless noted above (or) W = myCSA website

Customer Initials: _____ Date: _____



Schedule A

Page 2 of 7

Customer Name: LIBERTYVILLE SCHOOL DISTRICT 70

Delivery Address: 801 7TH AVE COPELAND MANOR SCHOOL

Connectivity Contact: Kurt Valentin

City: LIBERTYVILLE	County: LAKE
--------------------	--------------

I/T Phone #:847.362.9030

E-Mail: kvalentin@d70schools.org

State: IL	Zip: 60048-3399	Phone #: 847.362.9030
-----------	-----------------	-----------------------

Elevator: Yes ☐

Loading Dock:

Yes ☐ No ☒

Delivery Contact: Kurt Valentin	Fax #:
---------------------------------	--------

Earliest Delivery Date: 9/22/2017	# of Steps: 0	Hours of Operation: 9-5
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E-Mail: kvalentin@d70schools.org

Special Instructions:

Equipment and Software ("Listed Items")

Equipment Maintenance Information

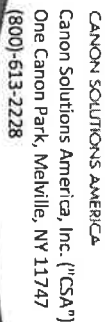
Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.

Alternate Meter Read Method: _____

<input type="checkbox"/>	Equipment excluded from Maintenance	<input type="checkbox"/>	Corporate Advantage	<input type="checkbox"/>	Equipment under separate MPS agreement billed by CSA

Alternate Meter Read Method: _____

Key to Meter Read Method: imageWARE Remote unless noted above (or) W = myCSA website



Schedule A

Page 3 of 7

Customer Name: LIBERTYVILLE SCHOOL DISTRICT 70

Delivery Address: 257 W LINCOLN AVE HIGHLAND MAINTENANCE

Connectivity Contact: Kurt Valentin

City: LIBERTYVILLE

County: LAKE

I/T Phone #: 847.362.9030

E-Mail: kvalentin@d70schools.org

State: IL

Zip: 60048

Phone #: 847.362.9030

Elevator: Yes ☐ No ☐

☐

Loading Dock:

Yes ☐ No ☐

Delivery Contact: Kurt Valentin

Fax #:

Earliest Delivery Date: 9/22/2017

of Step

0	H ₂ O
---	------------------

of Operation: 9-5

E-Mail: kvalentin@d70schools.org

Special Instructions:

Equipment and Software ("Listed Items")

Equipment Maintenance Information

Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.

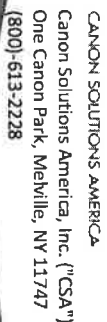
Alternate Meter Read Method: _____

Alternate Meter Read Method: _____

SLS-1115 CFS-1208 July 2017

Key to Meter Read Method: imageWARE Remote unless noted above (or) W = myCSA website

Customer Initials: _____ Date: _____



#ULS S0739065.01

Page 4 of 7

Customer Name: LIBERTYVILLE SCHOOL DISTRICT 70

Delivery Address: 1740 N MILWAUKEE AVE ADLER PARK SCHOOL

Connectivity Contact: Kurt Valentin

City: LIBERTYVILLE

County: LAKE

I/I Phone #:847.362.9030

E-Mail: kvalentin@d70schools.org

State: IL

Zip: 60048-1317

Phone #: 847.362.9030

Elevator: Yes ☐ No ☐

Load

Block: Yes ☐ No ☐

Delivery Contact: Kurt Valentin

Fax #

Earliest Delivery Date: 9/22/2017

Steps: 0

Hours of Operation: 9-5

E-Mail: kvalentin@d70schools.org

Equipment and Software ("Listed Items")

Equipment Maintenance Information

Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.

Alternate Meter Read Method: _____

Alternate Meter Read Method: _____

SLS-111S CFS-1208 July 2017

Key to Meter Read Method: imageWARE Remote unless noted above (or) W = myCSA website



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

Unified Lease Agreement

Schedule A

#ULS S0739065.01

Page 5 of 7

Customer Name: LIBERTYVILLE SCHOOL DISTRICT 70

Ship To Information

Delivery Address: 160 W ROCKLAND RD ROCKLAND SCHOOL		Connectivity Contact: Kurt Valentin	
City: LIBERTYVILLE	County: LAKE	E-Mail: kvalentin@d70schools.org	
State: IL	Zip: 60048-2798	Phone #: 847.362.9030	Elevator: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Delivery Contact: Kurt Valentin		Fax #:	Earliest Delivery Date: 9/22/2017
E-Mail: kvalentin@d70schools.org		# of Steps: 0	
		Hours of Operation: 9-5	

Equipment and Software ("Listed Items")

Equipment Maintenance Information

Item Code	Product Description	Qty	Serial #	Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.
0293C002	IRADV6575I	1		<input type="checkbox"/> Equipment excluded from Maintenance <input type="checkbox"/> Corporate Advantage <input type="checkbox"/> Equipment under separate MPS agreement billed by CSA
0124C003	STAPLE FINISHER-V2 (CANNOT BE USED W/IR ADV 8	1		
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-F	1		<input type="checkbox"/> Covered Images Included B & W Color <input type="checkbox"/> Start Meter Color <input type="checkbox"/> Excess per Image Charge B & W Color
2966V486	IR ADV 6555/65/75 INSTALL PAK	1		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1		
IntSupplies	Pre-Installed Supplies Installed in Machine	1		

Alternate Meter Read Method: _____

1407C001	IRADV4545I	2		<input type="checkbox"/> Equipment excluded from Maintenance <input type="checkbox"/> Corporate Advantage <input type="checkbox"/> Equipment under separate MPS agreement billed by CSA
1419C002	CASSETTE FEEDING UNIT-AN1	2		
1423C002	INNER FINISHER-J1	2		
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-F	2		
2246V629	IMAGERUNNER ADV 4251/4245/4551/4545I INSTALL P	2		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	2		
IntSupplies	Pre-Installed Supplies Installed in Machine	2		

Alternate Meter Read Method: _____



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

Unified Lease Agreement

Schedule A

#ULS S0739065.01

Page 6 of 7

Customer Name: LIBERTYVILLE SCHOOL DISTRICT 70

Ship To Information

Delivery Address: 1441 LAKE ST BUTTERFIELD SCHOOL

City: LIBERTYVILLE County: LAKE

State: IL Zip: 60048-1731 Phone #: 847.362.9030

Delivery Contact: Kurt Valentin Fax #:

E-Mail: kvalentin@d70schools.org

Connectivity Contact: Kurt Valentin

I/T Phone #: 847.362.9030 E-Mail: kvalentin@d70schools.org

Elevator: Yes ☐ No ☒ Loading Dock: Yes ☐ No ☒

Earliest Delivery Date: 9/22/2017 # of Steps: 0 Hours of Operation: 9-5

Special Instructions:

Equipment and Software ("Listed Items")

Equipment Maintenance Information

Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.

Item Code	Product Description	Qty	Serial #	<input type="checkbox"/> Equipment excluded from Maintenance	<input type="checkbox"/> Corporate Advantage	<input type="checkbox"/> Equipment under separate MPS agreement billed by CSA
0293C002	IRADV6575I	3				
0124C003	STAPLE FINISHER-V2 (CANNOT BE USED W/IR ADV 8	3				
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-F	3				
2966V466	IR ADV 6555/65/75 INSTALL PAK	3				
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	3				
IntSupplies	Pre-Installed Supplies Installed in Machine	3				

Alternate Meter Read Method: _____

<input type="checkbox"/> Equipment excluded from Maintenance	<input type="checkbox"/> Corporate Advantage	<input type="checkbox"/> Equipment under separate MPS agreement billed by CSA
Covered Images Included B & W Color	Start Meter B & W Color	Excess per Image Charge B & W Color

Alternate Meter Read Method: _____



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

Unified Lease Agreement

Schedule A

#ULS S0739065.01

Page 7 of 7

Customer Name: LIBERTYVILLE SCHOOL DISTRICT 70

Ship To Information

Delivery Address: 310 W ROCKLAND RD HIGHLAND MIDDLE SCHOOL

City: LIBERTYVILLE County: LAKE

State: IL Zip: 60048-2790 Phone #: 847.362.9030

Delivery Contact: Kurt Valentin Fax #:

E-Mail: kvalentin@d70schools.org

Connectivity Contact: Kurt Valentin

I/T Phone #: 847.362.9030 E-Mail: kvalentin@d70schools.org

Elevator: Yes ☐ No ☒ Loading Dock: Yes ☐ No ☒

Earliest Delivery Date: 9/22/2017 # of Steps: 0 Hours of Operation: 9-5

Special Instructions:

Equipment and Software ("Listed Items")

Equipment Maintenance Information

Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.

Item Code	Product Description	Qty	Serial #	<input type="checkbox"/> Equipment excluded from Maintenance	<input type="checkbox"/> Corporate Advantage	<input type="checkbox"/> Equipment under separate MPS agreement billed by CSA
0293C002	IRADV65751	2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
0124C003	STAPLE FINISHER-V2 (CANNOT BE USED W/IR ADV 8	2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-F	2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2966V466	IR ADV 6555/6575 INSTALL PAK	2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IntSupplies	Pre-Installed Supplies Installed in Machine	2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Alternate Meter Read Method: _____

<input type="checkbox"/> Equipment excluded from Maintenance	<input type="checkbox"/> Corporate Advantage	<input type="checkbox"/> Equipment under separate MPS agreement billed by CSA
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Covered Images Included B & W	Color	Start Meter B & W	Color	Excess per Image Charge B & W	Color
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Alternate Meter Read Method: _____



CANON SOLUTIONS AMERICA

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

MUNICIPAL FISCAL FUNDING ADDENDUM

Unified Lease Agreement # S0739065
CFS' Application Number: 1069181
CFS' Agreement Number: _____
Agreement Date: 09/15/2017

GOVERNMENTAL ENTITY

Complete Legal Name: Libertyville School District 70 ("Customer")

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

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

The undersigned represents and warrants to CSA and the Lessor that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Customer by the following signatory has been duly taken and remains in full force and effect. Customer agrees that CSA and the Lessor may accept a facsimile or other electronic transmission of this Addendum as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

ACCEPTED

Canon Solutions America, Inc.

Customer

By: _____

By: _____

Title: _____

Name: _____

Date: _____

Title: _____



CANON SOLUTIONS AMERICA

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

SUBSCRIPTION SUPPORT SERVICES AGREEMENT

Salesperson / Analyst Stephen C. Verdung Order Date: 9 / 14 / 2017

Customer ("You"):		Customer Account: 1429265	Related Agreement # (if applicable): S0739065
Company: LIBERTYVILLE SCHOOL DISTRICT 70		Agreement Term: <input type="checkbox"/> _____ Months (max 12 months)	
Address: 257 W LINCOLN AVE HIGHLAND MAINTENANCE		<input checked="" type="checkbox"/> Lease Term	
City: LIBERTYVILLE		Payment Terms: <input type="checkbox"/> Net 30	
State: IL	Zip: 60048	<input checked="" type="checkbox"/> Bill with my CFS Lease Payment	
Phone #: 847.362.9030		<input type="checkbox"/> Credit Card:	
Contact: Kurt Valentin	Fax #:	Requires submission of secure credit card authorization form.	
Email: dvalentin@d70schools.org		Customer P.O. Number:	

Ordered Qty	Item Code	Description	Price	Extended Price
1	1630V764	POP SUBSCRIPTION SUPPORT SERVICES 12 UNIT BLK	Included	Included
			Total	
			Sales Tax	
			Total Due	

TERMS AND CONDITIONS

(continued on page 2)

1. **Term.** The term of this Agreement (the "Term") shall continue until the earlier of (a) the units of Subscription Support Services specified above ("Units") are consumed or (b) for either (as indicated above) the number of months indicated above beginning on the Order Date or the end of the term of the applicable CFS lease.

2. **Included Services.** Under this Agreement, Canon Solutions America, Inc. ("CSA") will provide to you Subscription Support Services ("Services") consisting of a) remote support and b) on-site support for CANON and select third party software and hardware solutions. Services will be provided by CSA at the Resource Level based upon your resource selection or description of the scope of work to be performed. Services will be provided during CSA's local regular business hours (8:30 A.M - 5:00 P.M. Monday through Friday, excluding holidays). Any pre-approved scheduled work beyond these hours will be billed at a premium rate.

3. **Effective Rates.** Units are available to you under this Agreement based upon the Resource Level utilized to perform the Services:

Resource Level	Units Per Hour	Min Hours per Engagement
National Consulting and Support ("NCS") Engineers	4	8
Production Analyst	4	8
Local Systems Analyst	3	1
Local Systems Engineer	3	1
Product Trainer	2	1*

* Subject to Course minimum requirements if applicable

(continued on page 2)

BY THE SIGNATURE OF YOUR AUTHORIZED SIGNATORY BELOW, YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF 2 PAGES, AND YOU AGREE TO PURCHASE THE QUANTITY OF UNITS SPECIFIED ABOVE, ON THE TERMS AND CONDITIONS ABOVE AND AS CONTINUED ON PAGE 2 HEREOF.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____

TERMS AND CONDITIONS

(continued from page 1)

4. Utilization Procedure. Services will be provided during the 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 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 Services covered by this Agreement or the Resource Levels available hereunder. Units unused upon the expiration of the Term are non-refundable. If Services requested by you, or completion of ongoing Services, will require Units in excess of the unused quantity available hereunder, CSA shall notify you in advance of completing the work and you shall instruct CSA to end work or you shall agree to pay for those additional Units at CSA's then prevailing rates.

5. Performance of Services. 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 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. In either event (a) you will provide assistance as may be reasonably required for the performance of the Services; and (b) you acknowledge that the performance by CSA of 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 CFS Lease Payment" option is selected on page 1 hereof, the total purchase price specified on page 1 hereof 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 Services until such payment has been made. If payments are late, CSA may charge you and you agree to pay a late charge equal to the higher of ten percent (10%) of the amount due or ten dollars (\$10) as reasonable collection fees, not to exceed the maximum amount permitted by law.

(b) If the "Finance through my CFS Lease" option is selected on page 1 hereof, the total purchase price specified on page 1 shall be financed by the lessor (Canon Financial Services, Inc.) through the applicable lease, as provided herein, over the initial term of the applicable lease.

7. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY. CSA WARRANTS THAT IT WILL PERFORM 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 SERVICES. CSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CSA'S LIABILITY TO YOU HEREUNDER OR IN CONNECTION WITH THE SERVICES EXCEED THE AGGREGATE AMOUNT PAID BY YOU TO CSA PURSUANT TO THIS AGREEMENT.

8. 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 Services to you hereunder. You further agree, with respect to any former employee of CSA who was involved in providing 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.

9. Confidentiality. CSA shall use commercially reasonable efforts during the recruiting, training and supervision of its personnel providing Services to advise that they shall refrain from using except in connection with the Services, and shall not disclose to any third parties, any of your business or financial information of a proprietary nature.

10. Default. If you fail to pay any amounts within 15 days after the same are due and payable under this Agreement, (or under the CFS lease, if the Units have been financed there under), or if you or CSA fails to perform in any material respect any other obligation hereunder within thirty (30) days after written notice thereof from the other party, the non-defaulting party may terminate this Agreement upon written notice to the other party. Any such termination shall be without limitation of the rights and remedies of the non-defaulting party under applicable law. CSA shall not be required to accept any request for Services, or continue performance of ongoing Services, at any time that any amount is hereunder (or the CFS lease) is due and unpaid.

11. Miscellaneous. This Agreement shall be binding upon the parties upon execution. In rendering Services hereunder, CSA shall be acting as 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. This Agreement constitutes the entire agreement between the parties with respect to the Services and shall supersede all prior agreements, if any, between the parties relating to the Services provided hereunder. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representations as are specifically set forth herein. No modification, amendment, addendum to or waiver of this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties. Any purchase order utilized by you 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. 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 inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent shall be 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.

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 INTERNAL LAWS OF THE STATE OF NEW YORK. 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 CITY OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY 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 SUIT, OTHER THAN FOR PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

13. ELECTRONIC ACCEPTANCE. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.



CANON SOLUTIONS AMERICA

MAINTENANCE AGREEMENT

Related Acquisition Agreement # S0736683.01

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

Salesperson Stephen C. Verdung Order Date: 9 / 14 / 2017

Customer ("you"):		Customer Account:		Equipment Location:		Customer Account:	
Company: LIBERTYVILLE SCHOOL DISTRICT 70				Company: LIBERTYVILLE SCHOOL DISTRICT 70			
Address: 1381 LAKE ST DISTRICT OFFICE				Address: Please View Below			
City: LIBERTYVILLE		County: LAKE		City:		County:	
State: IL	Zip: 60048-1729	Phone #: 847.362.9030		State:	Zip:	Phone #: 847.362.9030	
Contact: Kurt Valentin		Fax #:		Contact: Kurt Valentin		Fax #:	
Email: kvalentin@d70schools.org				For each unit of Equipment listed, you shall indicate specific contact and location (if different than above) in the table below or in any Addendum to this Agreement.			

Maintenance Billing Entity		PO Required		Meter Read Collection Options	
Base Charge: <input type="checkbox"/> CSA <input checked="" type="checkbox"/> Canon Financial Services, Inc. ("CFS")		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		imageWARE Remote unless noted in table below*	
Per Image Charge: <input type="checkbox"/> CSA <input checked="" type="checkbox"/> Canon Financial Services, Inc. ("CFS")		PO#		W = myCSA website	
Base Charge Billing Cycle		Initial Term		Coverage Plan	
<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other		60 Months (min. 12)		<input checked="" type="checkbox"/> Per Unit <input type="checkbox"/> Fleet <input type="checkbox"/> Aggregate If adding the Equipment below to existing an Aggregate, provide either a contract # or serial # under Aggregate.	
Excess Per Image* Charge Billing Cycle		Price Plan		Consumables Inclusive	
<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other		<input type="checkbox"/> Standard <input checked="" type="checkbox"/> Fixed		<input checked="" type="checkbox"/> Toner <input checked="" type="checkbox"/> Other __Staples__	

Subject to the terms and conditions of this Agreement, CSA agrees to service the Equipment listed below or in any Addendum(s) to this Agreement at the charges stated herein or therein. For newly installed Equipment, the Start Date is provided in Paragraph 1 of the Additional Terms and Conditions. The Start Date for previously in place Equipment is _____.
 *Each Image is equal to 1 printed page except for Océ brand Wide Format products in which case each Image is equal to one (1) square foot.

Model	Serial #	Start Meter B & W Color	Covered Images per unit or Fleet included in Base Charge All aggregate images should be listed per unit. 6011/7011			Per Image Charge in excess of Covered Images 6011/7011			Base Charge per unit or Fleet	Corporate Advantage Yes/No	Alt Meter Method*	
			B & W	Color	Long Sheet	B & W	Color	Long Sheet				
IRADVC5550I						0.00770	0.04900		\$0.00	No		
Contact: Kurt Valentin			Phone #: 847.362.9030			Fax #:						
Equipment Location: 1381 LAKE ST DISTRICT OFFICE LIBERTYVILLE, IL 60048-1729						Email Address: kvalentin@d70schools.org						
Contact:			Phone #:			Fax #:						
Equipment Location:						Email Address:						
Contact:			Phone #:			Fax #:						
Equipment Location:						Email Address:						
Contact:			Phone #:			Fax #:						
Equipment Location:						Email Address:						
Subtotal from Supplemental Addendum												
CUSTOMER SATISFACTION POLICY If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. This policy shall apply for 3 years from the date of installation or for the initial term of any CFS Lease, if longer, provided you are not in default of this Agreement and such maintenance services have not been canceled or terminated.										Subtotal		
										Tax		
										Total		

BY YOUR SIGNATURE BELOW, YOU AGREE TO PURCHASE THE MAINTENANCE SERVICES SPECIFIED ABOVE. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF 2 PAGES INCLUDING THIS FACE PAGE, THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO, ARE INCORPORATED AND MADE A PART OF THIS AGREEMENT.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____

These are the additional terms and conditions referred to on the face page to which they are attached (such face page, and any addendum(s) hereto, collectively with these terms and conditions, the "Agreement").

1. TERM. Maintenance under this Agreement shall start on the date (the "Start Date") of installation for newly installed equipment (inclusive of standard embedded Canon brand software) (the "Equipment") covered under toner inclusive service. For all other newly installed Equipment, 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 face page for all previously in place Equipment. (a) The initial term specified on the face page shall renew for successive 12 month period unless either party gives written notice of non-renewal at least 30 days prior to the expiration of the then-current term. The renewal charges shall be reflected on the invoice for the first billing cycle of the renewal period. You shall have the right to terminate the renewal contract with 30 days advance written notice to CSA.

2. CHARGES. Base charges shall be billed in advance and per image charges, shall be billed in arrears. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media wider than 8½". Invoices shall be due and payable within 30 days of the invoice date unless otherwise stated on the invoice. Applicable taxes shall be added to the charges. If payments are late, (i) you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law and (ii) CSA may charge you and you agree to pay, a late charge equal to five percent (5%) of the amount due for each billing period or portion of a billing period such payment is delayed or \$10 as reasonable collection fees, not to exceed the maximum amount permitted by law. If the Standard Price Plan is selected on the face side, during the initial term, the charges specified on the face page 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. Fixed Price Plans shall not increase during the initial term. If you have selected CFS on the face page as the billing entity, your maintenance charges will appear on your periodic lease invoice along with standard lease charges. CFS will remit your payment of maintenance charges to CSA upon receipt. (a) Consumables Inclusive service includes replenishment of consumables specified on the face page for exclusive use with the Equipment. CSA may terminate this Agreement if you use the consumables in a different manner. In the event your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, as determined by CSA, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required during the term. 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 this Agreement. (b) If you have selected the Fleet or Aggregate Coverage Plan, the Base Charge and the Covered Images shall apply to all of the Equipment on the Schedule unless otherwise indicated. If specified on the face page that the Listed Items are being added to an existing Fleet Coverage Plan under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements 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 agreements. (c) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements 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. (d) Unless otherwise indicated on the face page, you authorize CSA to use networked features of the Equipment including imageWARE Remote to receive software updates, activate features/new licenses and/or 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 and product improvement. (e) You agree to provide meter readings to CSA, if applicable, in accordance with the meter read option selected and CSA's normal procedures. If you selected the myCSA website, 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. 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.

3. COVERED SERVICE. CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, except holidays). (a) You shall afford CSA reasonable and safe access to the Equipment to perform on-site service. CSA may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside CSA's service territory. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of this Agreement as to such Equipment and refund the unearned portion of any prepaid charges hereunder. Parts or Equipment replaced or removed by CSA in connection with maintenance services hereunder shall become the property of CSA and you disclaim any interest therein. (b) 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 any separate acquisition agreement, and support therefor shall be solely governed by the provisions thereof.

4. NON-COVERED SERVICE. The following services, and any other work beyond the scope of this Agreement, shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumable supply item not provided as part of toner inclusive service identified on the face page, including, without limitation, paper, toner, ink, waste containers, fuser oil, staples, other media, print heads and puncher dies; (b) repairs

necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service problems; service performed by personnel other than CSA personnel; accident; use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation or relocation of Equipment; (d) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment; (e) work which you request to be performed outside of CSA's regular business hours; or (f) repair of any network/system connection device, except when listed on face page.

5. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or any leasing company. 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 Data. Without limiting the foregoing, you should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize HDD (or comparable) formatting function (which may be referred to as "initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an available option for the Equipment, which may include (x) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (y) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 5 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

6. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY. CSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE EQUIPMENT AND SOFTWARE OR ANY METER READ COLLECTION METHOD PROVIDED BY CSA. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE SERVICE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE EQUIPMENT, SOFTWARE OR METER COLLECTION METHODS. CSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. DEFAULT. You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, including making prompt undisputed payments when due. CSA may withhold service under this Agreement in whole or in part until any delinquent payment is received by CSA. CSA may terminate this Agreement 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. If an overdue payment is disputed in good faith within thirty (30) days after the due date thereof, 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, plus an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges per Section 2(b). You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

8. GOVERNING LAW. 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 CITY 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 CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM. 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. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

9. ENTIRE AGREEMENT. This Agreement shall be binding upon your signature and upon the installation of the Equipment by CSA or commencement of the covered services if this Agreement is for renewal of a prior maintenance agreement or for equipment previously installed. This Agreement constitutes the entire agreement between the parties with respect to the furnishing of maintenance service for the Equipment, superseding all previous proposals and agreements, oral or written. All provisions of this Agreement including Section 5, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. Any purchase order utilized by you 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. No representation or statement not contained on the original of this Agreement shall be binding upon CSA as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by both you and a designated representative of CSA. 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. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent shall be void. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Equipment and Software, except to the extent set forth on the original of this Agreement. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.



CANON SOLUTIONS AMERICA

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

**LEASE UPGRADE, TRADE-IN, RETURN OR BUY-OUT
REIMBURSEMENT ADDENDUM TO AGREEMENT #
S0739065.01 (the "AGREEMENT")**

Page 1 of 1

Customer ("You"):		Customer Account: 1429265
Company: LIBERTYVILLE SCHOOL DISTRICT 70		
Address: 1381 LAKE ST DISTRICT OFFICE		
City: LIBERTYVILLE		County: LAKE
State: IL	Zip: 60048-1729	Phone #: 847.362.9030
Email: kvalentin@d70schools.org		

Buy-out Reimbursement

\$ _____ to be paid under the circumstances described in
Section 1 below.

Payable to: ☐ You ☐ Canon Financial Services, Inc.

Reason for check issuance: _____

Lease Upgrade or Buy-out Acknowledgement

If this transaction includes a lease upgrade or buy-out to be paid upon delivery and acceptance of the Equipment listed on the Agreement, select one of the following:

- ☐ Not Applicable
- ☐ You will return the equipment to the leasing company according to the terms and conditions of your lease agreement.
- ☒ CSA will return the equipment to the leasing company per Section 2 below.
- ☐ You will retain the equipment. If so, will the equipment remain under a CSA Maintenance Agreement? Yes ☐ No ☐
- ☐ CSA will pick up the equipment for Trade In.

List the leasing company and lease number associated with any lease upgrade or buy-out.

Leasing Company Name	Lease Number
CFS	0010613073001

Return Authorization**Please select one:**

- ☐ Trade-In
Please note that any applicable trade-in credit is reflected in the periodic lease payments or purchase price as specified in the Agreement.
Equipment Condition: ☐ Good Working Condition ☐ As is condition
- ☒ Return Equipment to selected Leasing Company
☒ Canon Financial Services
- ☐ Return Equipment to CSA. Original Order Date _____

Pick-Up Information:

- ☒ Same Date as Delivery of Listed Items specified on the Agreement.
- ☐ Other Specified Date: ____ / ____ / ____
(but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: _____ Phone: _____

E-Mail: _____

Special Removal Instructions: _____

Return Code	Item Code	Description	Serial #	Meter Reading	Equipment location, if different than above	Contact Name & Phone	Email	Alt. Pick Up Date
UGTR	5559B003	IRADV6250	JMQ16452	249568				
UGTR	5987B002	IRADV6275	NMC06270	655477				
UGTR	5987B002	IRADV6275	NMC06394	972771				
UGTR	5987B002	IRADV6275	NMC06544	942106				

Return Codes: Trade-In:TRD Return to CFS:R-CFS Return to CIT:R-CIT Return to CSA:R-CSA

You have agreed to acquire from CSA certain Listed Items pursuant to the Agreement. By your signature below, you agree to supplement the terms of the Agreement as follows:

1. **If Buy Out Reimbursement is selected:** The Buy-Out Reimbursement indicated above will be paid directly to the designated party by CSA upon installation and testing of the Listed Items and payment to CSA (by you or by the Leasing Company) of the purchase price for the 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 or Return Equipment or for other equipment being replaced by the Listed Items under the Agreement, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of Listed Items. You acknowledge and agree that CSA's financial obligation is limited to the Buy-Out Reimbursement amount, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement.

2. **If Trade-in Equipment or Return to Leasing Company is selected:** You hereby authorize CSA to pick up the Trade-in or Return Equipment listed above. You agree to pay CSA's removal charges if, on the date specified above, the Trade-in or Return Equipment is unavailable for pickup and removal through no fault of CSA. Trade-in Equipment shall be 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 warrant that the Trade-In Equipment will be delivered to CSA (unless specified above that the trade-in is on an "As Is" basis) in good working condition, reasonable wear and tear excepted, and (c) you shall make the Trade-In Equipment available for pickup by CSA on the relevant date specified above. If you breach or fail to comply with any of the foregoing, CSA may, without limiting its other remedies under applicable law, return the Trade-In Equipment to you (at your expense both for the return and the original pickup) and rescind, or require you to refund to CSA, promptly upon receipt of CSA's invoice, the full amount of any trade-in credit reflected in the Agreement (which amount shall equal the fair market value of such Trade-In Equipment, as determined by CSA). Return Equipment shall be shipped to the Leasing Company specified above, and CSA's sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment and to arrange, on your behalf and at CSA's expense and risk (but only to the extent of obvious damage in transit), for the shipment of the Return Equipment to the Leasing Company.

3. **DATA.** You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon Your return of the Equipment to CSA or any leasing company. 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 Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

THIS ADDENDUM SHALL BECOME EFFECTIVE AT THE SAME TIME AS THE AGREEMENT BECOME EFFECTIVE IN ACCORDANCE WITH THE TERMS THEREOF. EXCEPT AS SUPPLEMENTED HEREBY THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____



(800) 613-2228

ADDENDUM TO ADD ADDITIONAL EQUIPMENT TO THE LEASE UPGRADE, TRADE-IN, RETURN OR BUY-OUT REIMBURSEMENT ADDENDUM TO ACQUISITION AGREEMENT # S0739065.01 (the "Agreement")

Salesperson _____

Order Date: 9 / 14 / 2017

Customer ("you"):

Company: LIBERTYVILLE SCHOOL DISTRICT 70

Contact: Kurt Valentin

Address: 1381 LAKE ST DISTRICT OFFICE

Phone: 847.362.9030

Fax:

City: LIBERTYVILLE

State: IL

Zip: 60048-1729

E-Mail:

PLEASE PRINT

Equipment, Supplies and Licenses of Application Software with listed third party support contracts and Ship To locations and contracts:

[illegible]

1. CFS must be listed as the Vendor: Canon Financial Services, Inc. 14904 Collections Center Dr., Chicago, IL, 60693.
2. The Equipment being leased must be listed: (Model/Type/Description and Quantity).
3. The Lease Term must be listed
4. Payment Frequency
5. The Monthly Payment must be listed with the language - Plus Applicable Tax (to account for any assets listed in upfront tax states).
6. The Purchase Option must be indicated
7. The Customer's Purchase Order should indicate "Due Upon Receipt" meaning that the customer will make payments to CFS upon receipt of CFS' invoice. If Net Terms are indicated, CFS must confirm that the transaction was priced accordingly.
8. If the contract includes Maintenance, the Customer's Purchase Order should indicate the following: Individual or Aggregate/Fleet Contract (if Fleet, is it a new Fleet or attaching to an existing Fleet), Meter Reading Frequency: Monthly or Quarterly, Monthly Volume (Covered Images: Black & White and Color): Per Image Charges (Black & White, and Color).
9. The Documentation Fee should be referenced on the Customer's Purchase Order (If not listed, CFS must confirm that the transaction was priced accordingly).
10. The Customer's Purchase Order should include the following language:

The Terms and Conditions of the signed CFS Lease Agreement supersede the Terms and Conditions of this Purchase Order.

- ♥ #10 can be substituted with an e-mail from the lease signer's company e-mail address acknowledging their understanding that the lessee is bound by the Terms and Conditions entered into and defined in the executed lease agreement.