



CANON SOLUTIONS AMERICA

**Canon Solutions America, Inc.**

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Schaumburg, IL 60173

Phone: 800.815.4000

[www.csa.canon.com](http://www.csa.canon.com)

Michael,

Thank you very much for giving our Canon Solutions America team the opportunity to provide this solution. It truly is a partnership that will position the District with the best workflow and printing solutions both now and going forward.

Based on our conversation last week, we have re-configured the proposal with the following changes:

- Removal of the Finishers from the sixteen Elementary school devices
- Exchanged all of the 400if's to 4251's.
- Addition of two fax boards to the two District Office C5250 devices so that all three are similarly equipped
- UniFLOW concurrent licenses are assigned to a user once a print job is sent to the print server, it will remain assigned until 15 minutes after their print job has been completed or deleted.
  - With this knowledge, we removed the Corporate Edition and included the Enterprise Edition that offers unlimited concurrent users.
- Removed Remote Manager Software from the VP6160 controllers since it was not desired
- Built a 50,000 Monthly color Base for the C800 in the print shop to minimize overage charges
- Built a 800,000 B&W Monthly Base for the VP6160s in the print shop to reduce the amount of overage charges
- Built a 600,000 Monthly B&W Base for the Fleet devices

We have worked hard to negotiate the lowest possible costs in order to provide you this revised proposal. We challenged all aspects of the organization to provide not only reduced costs, but more favorable terms and the best and most complete solution possible.

We are committed to the partnership we have begun, and look forward to continuing the strong relationship we have been building with all of you in the District. We measure our success by your success.

We are proud to make this offer to the District

On behalf of the Canon team,

Brian Gasteier

Bob Griffin

**Option 6**

<b>EQUIPMENT: Fleet Configuration B and Production Configuration 3</b>	
<b>Quarterly Lease</b>	<b>\$31,815.00</b>
<b>Quarterly Maintenance</b>	<b>\$26,964.00</b>
<b>Quarterly Total</b>	<b>\$58,779.00</b>
<b>Monthly Impact</b>	<b>\$19,593.00</b>

**Fleet Configuration B Description:**

For the Elementary Schools

- 16x 4251 MFPs w/two paper drawers, stands, and power filters
- 8x 6575 MFPs w/finishers, paper decks, and power filters
- 8x C350 Color MFPs w/two paper drawers, stands, fax, finishers and power filters
- 10x 1435iF MFPs for IEP meeting rooms

For the Middle Schools

- 16x 4251 MFPs w/four paper drawers, stands, finishers and power filters
- 2x C350 Color MFPs w/two paper drawers, stands, fax, finishers and power filters
- 4x 1435iF MFPs for IEP meeting rooms

For the District Office

- 3x C5250 MFPs w/four paper drawers, finishers, faxes and power filters

**Production Configuration 3 Description:**

- 1x Existing VP6160 w/High Capacity Stacker and set finisher
- 1x New VP6160 w/High Capacity Stacker and set finisher, BLM 550+
- 1x imagePRESS C800 w/Saddle finisher, POD paper deck light, ColorLynx, DPX reader, and power filter
- Fiery F200 controller w/flat screen, keyboard and mouse
- PRISMAprepare V.6
- Training and Analyst time
- 1x imagePROGRAF 770

**uniFLOW**

Includes uniFLOW Office Enterprise Edition (unlimited floating users), activation of the Statistics uniFLOW module & Secure Printing module that will allow the district to monitor all print activity across the network with advanced reporting & accounting features. Secure Printing will allow “follow-me printing” across the district and will include MEAP Licenses & Card Reading Systems for each of the devices. Additionally, we’ve included Remote User Interface Software for each of the devices that will allow for remote access to assist with Help Desk functions. Finally, a Remote Print Server has been included for redundancy. On-site implementation & training. Software Maintenance has been included for the entire 60-month term and includes technical support and full version upgrade capability during that time.

**Maintenance**

**FLEET**

Includes 600,000 monthly B&W impressions (approximately 70% of your current volume) on the fleet with all toner and service calls included. Additional B&W images bill at .0052 per impression. All Fleet color images bill at .065 each. Overages will be assessed Annually.

**PRODUCTION**

Includes 800,000 B&W images per Month across both VP6160 engines, inclusive of all toner, parts and service. All 11x17 sheets are registered as 1 impression per side. Excess B&W billed at .0033. Overages assessed Annually.

On the C800: All impressions are inclusive of toner, parts and service. Includes 50,000 color impressions per Month. Additional color impressions bill at .045 each. B&W impressions bill at .0095 each. All 11x17 sheets are registered as 1 impression per side. Overages assessed Annually.

BLM 550+ Booklets are billed at .013 per booklet  
 imagePROGRAF 770 is quoted without maintenance as discussed.



LEASE AGREEMENT

CFS-1020 (07/13)



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

AGREEMENT NUMBER S0528694.04

COMPANY LEGAL NAME OAK PARK ELEMENTARY SCHOOL DIST 97
BILLING ADDRESS 970 W MADISON ST
EQUIPMENT ADDRESS Please View Equipment Schedule A

Table with columns: EQUIPMENT INFORMATION (Quantity, Serial Number, Make/Model/Description) and NUMBER AND AMOUNT OF PAYMENTS (Number of Payments, Total Payment). Includes FIRST PAYMENT AMOUNT section with fields for FIRST & LAST PAYMENT(S), SECURITY DEPOSIT, and TOTAL DUE AT SIGNING.

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

ACCEPTED section for CANON FINANCIAL SERVICES, INC. and AUTHORIZED CUSTOMER SIGNATURE section with fields for By, Title, Date, Tax ID#, and Printed Name.

ACCEPTANCE CERTIFICATE

To: Canon Financial Services, Inc. ("CFS")
The Customer certifies that (a) the Equipment referred to in the above Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to the Customer, and (d) the Equipment is irrevocably accepted by the Customer for all purposes under the Agreement.

TERMS AND CONDITIONS

1. AGREEMENT: CFS leases to Customer, a organized under the laws of the State of , with its chief executive office at and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to all such equipment (the "Equipment"), upon the terms and conditions set forth in this Lease Agreement ("Agreement").
2. AGREEMENT PAYMENTS: Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments," and (b) such other amounts permitted hereunder as invoiced by CFS ("Payments").
3. APPLICATION OF PAYMENTS: All payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of CFS's charge as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.
4. TERM OF AGREEMENT: The term of this Agreement shall commence on the date the Equipment is delivered to Customer, provided Customer executes CFS's Acceptance Certificate or otherwise accepts the Equipment as specified herein. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement during the term hereof. The term of this Agreement shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever, including, without limitation, payment of all amounts due under the Agreement prior to the end of the scheduled term.
5. ADVANCE PAYMENTS: SECURITY DEPOSIT: CFS may apply, but shall not be obligated to apply, any "Advance Payment(s)" or "Security Deposit" specified above to cure any default of Customer, in which event Customer shall promptly restore to CFS any amount so applied. In no event shall any advance payment or security deposit earn interest except where required by applicable law. No portion of any security deposit will be refunded to Customer until all of Customer's obligations have been fully performed as expressly provided in this Agreement. If the "Nonrefundable" box is checked, no portion of the security deposit will be refunded to Customer for any reason whatsoever.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS.

PERSONAL GUARANTY

The undersigned, (whether one or more are specified, the "Guarantor(s)"), in consideration of CANON FINANCIAL SERVICES INC. ("CFS") entering into an Agreement (together with any schedules or supplements hereto, the "Agreement") with Customer identified above ("Customer") irrevocably and unconditionally, jointly and severally, guarantee to CFS, and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all promises, obligations and terms of the Agreement and any other financial transaction between Customer and CFS (collectively, the "Liabilities"). If Customer shall fail to pay or perform all or any part of the Liabilities when due, the Guarantors agree, upon demand, to pay any amounts which may be due from Customer and to take any action required of Customer under the Agreement. The Guarantors agree that this is an absolute and continuing guaranty and that their liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations whether or not by operation of law.
If any payment applied by CFS to the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon 60 days prior written notice to CFS, and such termination shall be effective only as to Liabilities arising under Schedules, supplements, or agreements entered into after the effective date of termination and shall not affect CFS's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date.
The Guarantors waive all damages, demands, 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. The Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to CFS's rights against Customer until Customer's indebtedness is paid in full and Customer's other obligations have been fully performed. The Guarantors consent and agree that any (i) renewals and extensions of time of payment, (ii) release, substitution or compromise of or realization upon the Equipment, other guaranties or any collateral security and (iii) exercise of any other right under this or any other agreement between CFS and Customer or any third party, may be made, granted and effected by CFS without notice to the Guarantors and without in any manner affecting the Guarantors' liability under this Guaranty.
The Guarantors agree to pay all expenses (including attorney's fees and legal expenses) paid or incurred by CFS in endeavoring to collect the Liabilities, or any part thereof and in enforcing the Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN THE GUARANTORS AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE THE GUARANTORS OR THE EQUIPMENT IS LOCATED. THE GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. THE GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND CFS, BY ITS ACCEPTANCE HEREOF, HEREBY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.
The Guarantors agree that CFS may accept a facsimile or other electronic transmission copy of this Guaranty as an original, and that facsimile or electronically transmitted copies of the Guarantor's signatures will be treated as an original for all purposes.

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

**6. NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT, CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the supplier, dealer, or manufacturer is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS's purchaser or assignee, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer, solely for the purpose of making and prosecuting any such claim, the rights, if any, which CFS may have against the supplier, dealer or manufacturer for breach of warranty or other representation respecting any item of Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT, OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.

**7. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or Customer's provision to CFS of other confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not, for any reason, revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of the Equipment, delivered to CFS written notice of non-acceptance of any of the Equipment, specifying the reasons therefore and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety. Customer agrees to waive any right of specific performance of this Agreement and to hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

**8. LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer agrees that it will keep the Equipment free and clear of all claims and liens other than those created as a result of this Agreement. Customer's legal name (as set forth in its constituent documents filed with the appropriate government office or agency) is set forth herein. Upon request, Customer will deliver to CFS a good standing certificate and/or state certified constituent documents. The jurisdiction of organization of Customer is as set forth herein. The chief executive office of Customer is located at the address set forth herein. Customer will not change its name, the location of its chief executive office or its corporate structure (including, without limitation, its jurisdiction of organization) unless CFS has been given at least 30 days prior written notice thereof and Customer has executed and delivered to CFS such financing statements and other instruments required or appropriate.

**9. USE; FINANCING STATEMENTS:** Customer shall comply with all laws or regulations relating to the use or maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer of such Equipment. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file, (a) financing statements evidencing the interest of CFS in the Equipment, (b) continuation statements in respect thereof, and (c) amendments (including forms containing a broader description of the Equipment than the description set forth herein) and Customer irrevocably waives any right to notice thereof.

**10. INDEMNITY:** Customer agrees to reimburse CFS for and to defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

**11. MAINTENANCE; ALTERATIONS:** Customer will keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

**12. TAXES; OTHER FEES AND CHARGES:** CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any item of the Equipment, the Payments payable under this Agreement, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any fees, assessments, taxes, expenses or charges as required by the Agreement, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses or charges. If such payments are made by CFS, Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administration fees and costs, if any. Customer acknowledges that where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment which is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer and that the payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS AN ADMINISTRATIVE FEE, IN THE AMOUNT OF \$65, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

**13. INSURANCE:** Customer, at its sole cost and expense, shall obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof and shall deliver certificates of other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance." For purposes of this Agreement, the "Remaining Lease Balance" shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; (ii) the present value of all remaining Payments for the full term of this Agreement; (iii) the "Asset Value," and the "Asset Value" shall be: (A) for an Agreement with a \$1.00 purchase option, \$1.00; (B) for an Agreement with no purchase option or a Fair Market Value purchase option, the Fair Market Value of the Equipment shall be as defined in the terms hereof; and (C) for an Agreement with an Other or 10% Purchase Option, the amount indicated as the respective dollar amount of such Purchase Option on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at 6% per year. Customer hereby appoints CFS as Customer's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If within ten (10) days after CFS's request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the duty, to obtain insurance with respect to the Equipment satisfactory to CFS, at the expense of the Customer. Customer hereby agrees that CFS shall be entitled to retain any fees earned by it in connection with any insurance obtained under this Agreement.

**14. LOSS; DAMAGE:** Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any item of Equipment, Customer shall immediately repair such damage at Customer's expense. If any item of Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (such equipment will become "Equipment" subject to the terms of this Agreement), or (b) pay CFS the Remaining Lease Balance. Upon CFS's receipt of the Remaining Lease Balance, Customer shall be entitled to whatever interest CFS may have in the Equipment, in its then condition and location, without warranties of any kind.

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

**16. REMEDIES:** Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to declare all unpaid Payments and other amounts due and payable under this Agreement, with CFS retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to retake possession of any or all of the Equipment (and Customer authorizes and empowers CFS to enter upon the premises wherever the Equipment may be found) and (i) retain such Equipment and all Payments and other sums paid under this Agreement, or (ii) re-lease the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the value attributed to the Equipment by CFS for purposes of calculating the payment under the new Agreement, or (iii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (i) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (ii) shall have no duty to prepare the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. In the event the Equipment is not available for sale, the Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement.

**17. LATE CHARGES; EXPENSES OF ENFORCEMENT:** If Customer fails to pay any sum to be paid by Customer to CFS under this Agreement on or before the applicable due date, Customer shall pay CFS, upon demand, an amount equal to ten percent (10%) of each such delayed Payment or late dollar (\$10) whichever is greater for each billing period or portion of a billing period such Payment is delayed to the extent permitted by law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS's internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies under this Agreement or in enforcing any of the terms or provisions of this Agreement, including, without limitation, reasonable attorney's fees and expenses and fees and expenses of collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

**18. ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART NOR SHALL CUSTOMER SUBLET OR LEND ANY ITEM OF EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, the new owner will have the same rights and benefits that CFS has now and will not have to perform any of CFS's obligations which CFS will continue to perform. Customer agrees that the rights of the new owner will not be subject to any claims, defenses, or set-offs that Customer may have against CFS, including without limitation, claims, defenses or set-offs arising out of service obligations, if any, under this Agreement. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the new owner all or any part of the amounts payable hereunder.

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

**20. PURCHASE OPTION:** (A) END OF TERM PURCHASE OPTION. Customer shall give CFS sixty (60) days prior irrevocable written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the end of the initial term or any renewal term for the purchase option price indicated on the face of this Agreement plus any applicable taxes, expenses, charges and fees. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon sixty (60) days irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value, plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be CFS's retail price at the time Customer notifies CFS of its intent to purchase the Equipment, but not less than 20% of the total cost of the Equipment. Equipment purchases shall not be available to Customer if a default hereunder has occurred and is continuing. Upon proper notice and payment by Customer of the amounts specified above, CFS shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

**21. DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of their affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for (i) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, Customer should, prior to return or other disposition of the Equipment, utilize the Hard Disk Drive (HDD) (or comparable) formatting function (which may be referred to as "Initialize All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data or (c) a replacement hard drive (in which case the Customer should properly destroy the replaced hard drive). Customer will indemnify CFS, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement.

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

**23. PERSONAL PROPERTY:** The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property.

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

**25. UCC - ARTICLE 2A:** CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE.

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

**27. NOTICES:** All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. Mail, express delivery, facsimile or other electronic transmission.

**28. ELECTRONIC ACCEPTANCE:** Customer agrees that CFS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

**29. NON-WAIVER:** No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy which CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

**30. MISCELLANEOUS:** If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, otherwise, this Agreement contains the entire arrangement between Customer and CFS and no modifications of this Agreement shall be effective unless in writing and signed by the parties.

**31. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO, IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS, BY ITS ACCEPTANCE HEREOF, HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.



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

## Equipment Schedule

CFS-1002 (01/13)

AGREEMENT NUMBER:	S0528694.04
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This Equipment Schedule ("Schedule") is attached to and made part of the agreement (whether designated a lease, rental, Master Lease or otherwise) between Canon Financial Services, Inc. ("CFS") and OAK PARK ELEMENTARY SCHOOL DIST 97 ("Customer") (the "Agreement"). The Equipment described below, together with the equipment described on the face of the Agreement, if any, shall be deemed "Equipment" for the purposes of the Agreement and shall be subject to the terms and conditions set forth in the Agreement.

Equipment Address (County, City, State, ZIP)	Quantity	Serial Number	Make / Model / Accessory / Description
416 S RIDGELAND AVE PERCY JULIAN MIDDLE SCHOOL, OAK PARK, IL 60302	8		IRADV4251
416 S RIDGELAND AVE PERCY JULIAN MIDDLE SCHOOL, OAK PARK, IL 60302	1		IRADVC350
416 S RIDGELAND AVE PERCY JULIAN MIDDLE SCHOOL, OAK PARK, IL 60302	1		IR1435IF
325 S KENILWORTH AVE GWENDOLYN BROOKS MIDDLE SCHOOL, OAK PARK, IL 60302	8		IRADV4251
325 S KENILWORTH AVE GWENDOLYN BROOKS MIDDLE SCHOOL, OAK PARK, IL 60302	1		IRADVC350
325 S KENILWORTH AVE GWENDOLYN BROOKS MIDDLE SCHOOL, OAK PARK, IL 60302	2		IR1435IF
921 N KENILWORTH AVE HORACE MANN ELEMENTARY SCHOOL, OAK PARK, IL 60302	1		IR1435IF
921 N KENILWORTH AVE HORACE MANN ELEMENTARY SCHOOL, OAK PARK, IL 60302	2		IRADV4251
715 HIGHLAND AVE HENRY WADSWORTH LONGFELLOW, OAK PARK, IL 60304	1		iradv6575

In witness whereof, the parties have caused this Schedule to be executed on the same date set forth on the Agreement.

<b>ACCEPTED</b>	
<b>CANON FINANCIAL SERVICES, INC.</b>	
By: _____	
Title: _____	
Effective Date: _____	

<b>AUTHORIZED CUSTOMER SIGNATURE</b>	
X Customer: _____	OAK PARK ELEMENTARY SCHOOL DIST 97
X By: X _____	
X Printed Name: _____	
X Title: _____	





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

## Equipment Schedule

CFS-1002 (01/13)

AGREEMENT NUMBER:	S0528694.04
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Equipment Address (County, City, State, ZIP)	Quantity	Serial Number	Make / Model / Accessory / Description
715 HIGHLAND AVE HENRY WADSWORTH LONGFELLOW, OAK PARK, IL 60304	1		IRADVC350
715 HIGHLAND AVE HENRY WADSWORTH LONGFELLOW, OAK PARK, IL 60304	2		IR1435IF
715 HIGHLAND AVE HENRY WADSWORTH LONGFELLOW, OAK PARK, IL 60304	2		IRADV4251
921 N KENILWORTH AVE HORACE MANN SCHOOL, OAK PARK, IL 60302	1		iradv6575
921 N KENILWORTH AVE HORACE MANN SCHOOL, OAK PARK, IL 60302	1		IRADVC350
230 ONTARIO ST WILLIAM BEYE ELEMENTARY SCHOOL, OAK PARK, IL 60302	1		iradv6575
230 ONTARIO ST WILLIAM BEYE ELEMENTARY SCHOOL, OAK PARK, IL 60302	1		IRADVC350
230 ONTARIO ST WILLIAM BEYE ELEMENTARY SCHOOL, OAK PARK, IL 60302	1		IR1435IF
230 ONTARIO ST WILLIAM BEYE ELEMENTARY SCHOOL, OAK PARK, IL 60302	3		IRADV4251

In witness whereof, the parties have caused this Schedule to be executed on the same date set forth on the Agreement.

<b>ACCEPTED</b>	
<b>CANON FINANCIAL SERVICES, INC.</b>	
By: _____	
Title: _____	
Effective Date: _____	

<b>AUTHORIZED CUSTOMER SIGNATURE</b>	
X Customer: _____	OAK PARK ELEMENTARY SCHOOL DIST 97
X By: X _____	
X Printed Name: _____	
X Title: _____	



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

## Equipment Schedule

CFS-1002 (01/13)

AGREEMENT NUMBER:	S0528694.04
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Equipment Address (County, City, State, ZIP)	Quantity	Serial Number	Make / Model / Accessory / Description
715 N HARVEY AVE WHITTIER ELEMENTARY SCHOOL, OAK PARK, IL 60302	1		iradv6575
715 N HARVEY AVE WHITTIER ELEMENTARY SCHOOL, OAK PARK, IL 60302	1		IRADVC350
715 N HARVEY AVE WHITTIER ELEMENTARY SCHOOL, OAK PARK, IL 60302	1		IR1435IF
715 N HARVEY AVE WHITTIER ELEMENTARY SCHOOL, OAK PARK, IL 60302	2		IRADV4251
1000 N RIDGELAND AVE WILLIAM HATCH ELEMENTARY SCH, OAK PARK, IL 60302	1		iradv6575
1000 N RIDGELAND AVE WILLIAM HATCH ELEMENTARY SCH, OAK PARK, IL 60302	1		IRADVC350
1000 N RIDGELAND AVE WILLIAM HATCH ELEMENTARY SCH, OAK PARK, IL 60302	2		IRADV4251
1111 S GROVE AVE ABRAHAM LINCOLN SCHOOL, OAK PARK, IL 60304	1		iradv6575
1111 S GROVE AVE ABRAHAM LINCOLN SCHOOL, OAK PARK, IL 60304	1		IRADVC350

In witness whereof, the parties have caused this Schedule to be executed on the same date set forth on the Agreement.

<b>ACCEPTED</b>
<b>CANON FINANCIAL SERVICES, INC.</b>
By: _____
Title: _____
Effective Date: _____

<b>AUTHORIZED CUSTOMER SIGNATURE</b>
X Customer: <u>OAK PARK ELEMENTARY SCHOOL DIST 97</u>
X By: X _____
X Printed Name: _____
X Title: _____



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

## Equipment Schedule

CFS-1002 (01/13)

AGREEMENT NUMBER:	S0528694.04
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Equipment Address (County, City, State, ZIP)	Quantity	Serial Number	Make / Model / Accessory / Description
1111 S GROVE AVE ABRAHAM LINCOLN SCHOOL, OAK PARK, IL 60304	2		IR1435IF
1111 S GROVE AVE ABRAHAM LINCOLN SCHOOL, OAK PARK, IL 60304	2		IRADV4251
508 N KENILWORTH AVE OLIVER W HOLMES ELEMENTARY, OAK PARK, IL 60302	1		iradv6575
508 N KENILWORTH AVE OLIVER W HOLMES ELEMENTARY, OAK PARK, IL 60302	1		IRADV350
508 N KENILWORTH AVE OLIVER W HOLMES ELEMENTARY, OAK PARK, IL 60302	2		IR1435IF
508 N KENILWORTH AVE OLIVER W HOLMES ELEMENTARY, OAK PARK, IL 60302	1		IRADV4251
970 MADISON ST , OAK PARK, IL 60302	3		IRADV5250
970 MADISON ST , OAK PARK, IL 60302	1		VP6000ULTRA+
970 MADISON ST , OAK PARK, IL 60302	1		IPC800

In witness whereof, the parties have caused this Schedule to be executed on the same date set forth on the Agreement.

<b>ACCEPTED</b>	
<b>CANON FINANCIAL SERVICES, INC.</b>	
By: _____	
Title: _____	
Effective Date: _____	

<b>AUTHORIZED CUSTOMER SIGNATURE</b>	
X Customer: _____	OAK PARK ELEMENTARY SCHOOL DIST 97
X By: X _____	
X Printed Name: _____	
X Title: _____	





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

## Equipment Schedule

CFS-1002 (01/13)

AGREEMENT NUMBER:	S0528694.04
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This Equipment Schedule ("Schedule") is attached to and made part of the agreement (whether designated a lease, rental, Master Lease or otherwise) between Canon Financial Services, Inc. ("CFS") and OAK PARK ELEMENTARY SCHOOL DIST 97 ("Customer") (the "Agreement"). The Equipment described below, together with the equipment described on the face of the Agreement, if any, shall be deemed "Equipment" for the purposes of the Agreement and shall be subject to the terms and conditions set forth in the Agreement.

Equipment Address (County, City, State, ZIP)	Quantity	Serial Number	Make / Model / Accessory / Description
970 MADISON ST , OAK PARK, IL 60302	1		COLORLYNX FOR IMAGEPRESS...
1125 S CUYLER AVE WASHINGTON IRVING ELEM SCH, OAK PARK, IL 60304	1		iradv6575
1125 S CUYLER AVE WASHINGTON IRVING ELEM SCH, OAK PARK, IL 60304	1		IRADVC350
1125 S CUYLER AVE WASHINGTON IRVING ELEM SCH, OAK PARK, IL 60304	2		IR1435IF
1125 S CUYLER AVE WASHINGTON IRVING ELEM SCH, OAK PARK, IL 60304	2		IRADV4251
			and any and all accessories.

In witness whereof, the parties have caused this Schedule to be executed on the same date set forth on the Agreement.

<b>ACCEPTED</b>	
<b>CANON FINANCIAL SERVICES, INC.</b>	
By: _____	
Title: _____	
Effective Date: _____	

<b>AUTHORIZED CUSTOMER SIGNATURE</b>	
X Customer: _____	OAK PARK ELEMENTARY SCHOOL DIST 97
X By: X _____	
X Printed Name: _____	
X Title: _____	



ACQUISITION AGREEMENT LEASE OR PURCHASE

# S0528694.06

CANON SOLUTIONS AMERICA

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

Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

Table with customer and ship-to information including Company, Address, City, State, Zip, Phone, and Contact details.

Lease or Purchase:

You agree to lease the items listed below or in any addendum(s) to this Agreement from the Leasing Company identified below, at the fixed periodic lease payments indicated below or in any addendum(s) to this Agreement...

Canon Financial Services, Inc. Other (Name of Leasing Company):

You agree to purchase the items listed below or in any addendum(s) to this Agreement, for the purchase price specified.

The "bill to" for the items listed is the Leasing Company or you, depending on which box is checked above.

PLEASE PRINT

Equipment, Supplies and Licenses of Application Software with listed third party support contracts.

Table with 5 columns: Item Code, Product Description, Qty, Unit Price, Periodic Lease Payment or Purchase Price.

Payment Terms

Other Requirements

Subtotal from Supplemental Addendum 31,815.00

Subtotal 31,815.00

Delivery/Install 0.00

Sales Tax

Total

Deposit 0.00

Balance Due

Check with Order Check #

Net 30

Lease

Other

Credit Card:

Requires submission of secure credit card authorization form.

P.O. Required P.O. #

Tax Exempt (Attach Certificate)

Customer Declines Equipment Maintenance

Shipping Instructions

Customer Delivery Information

Customer IT Contact Information

Ship Via:

Hours of Operation 9-5

Number of Steps

Elevator Yes No

Loading Dock Yes No

Name Michael Arensdorff Email marenddorff@op97.org

Phone 708.524.3015 Earliest Date for Delivery:

Special Delivery/Installation Instruction

This individual may be contacted for network connectivity.

Name Michael Arensdorff

Phone 708.524.3015

Email marenddorff@op97.org

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE OR PURCHASE, AS SPECIFIED ABOVE, THE ITEMS LISTED ABOVE OR IN ANY ADDENDUM(S) TO THIS AGREEMENT.

Customer's Authorized Signature

Printed Name Title Date

ADDITIONAL TERMS AND CONDITIONS

# S0528694.06

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

1. LEASE OR PURCHASE PRICE AND PAYMENT. You agree to lease or purchase the units of equipment and supplies (the "Equipment") and licenses of application software with separate support contracts (the "Listed Software" and, together with the Equipment, the "Listed Items"), in each case as indicated on the face page hereof or in any addendum(s) hereto. (a) If purchasing the Listed Items, the total purchase price specified in the Agreement, including sales taxes and delivery/installation charges, is due and payable in accordance with the payment terms of this Agreement. (b) If leasing the Listed Items, CSA shall sell the Listed Items to the Leasing Company subject in all respects to the warranty limitations and disclaimers and limitations of liability in this Agreement. You shall enter into a lease agreement with the Leasing Company providing, in addition to such terms and conditions as the Leasing Company shall require, for fixed periodic lease payments indicated herein over a fixed lease term as specified in the lease agreement. Delivery/installation charges, if separately itemized in this Agreement, are due and payable in accordance with the payment terms of this Agreement. You are responsible for payment of sales or use taxes on monthly rentals if applicable, even if not specified in this Agreement.

(c) In addition to the amounts shown in this Agreement, you shall pay CSA's rates for any special rigging for delivery and installation when CSA notifies you of in advance, subject to your approval. (d) CSA will, at no additional charge, install all Equipment in accordance with its normal practices and requirements. Maintenance and any other post-installation support of Equipment, is not covered by this Agreement, and will only be provided by CSA if a separate maintenance agreement is entered into and to the extent provided therein. (e) 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 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. (f) 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. (g) CSA shall make available to you from time to time upgrades and bug fixes for the Listed Software, but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such software, (ii) availability of upgrades and bug fixes may be at additional charge unless covered by separate support contract purchased by you, 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. CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software for so long as a CSA maintenance agreement for the related Equipment remains in effect, 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 providing help-line telephone assistance in operating the Listed Software and identifying service problems, facilitating contact between you and the developer of the Listed Software to attempt to rectify such problems and maintaining a log of such problems to assist in tracking the same. (h) CSA reserves the right to withhold shipment of the Listed Items (i) until you make full payment of the total price specified in this Agreement or if CSA revokes any credit extended to you because of your failure to pay any amounts when due or for any other reason affecting your creditworthiness, or (ii) until you enter into a lease agreement with the Leasing Company and the Leasing Company commits to full payment of the purchase price agreed to between CSA and the Leasing Company. If at any time prior to shipment, CSA discovers any mistake in pricing or Equipment configuration for any Listed Item(s), CSA reserves the right to notify you of the mistake in writing, and such notification will constitute the non-acceptance of this Agreement by it with respect to such Listed Items without liability.

2. LIMITED WARRANTY. All Canon and Océ brand Equipment is provided with a manufacturer's end user limited warranty from Canon USA, Inc. CSA is an authorized Canon service dealer and provides warranty service under the Canon USA limited warranties. All other Listed Items are provided subject to such end user warranties and license terms as are provided by the manufacturer or developer as packaged or otherwise provided with the Listed Items. CSA shall upon your request provide to you copies of all such end user warranties and license. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT SUCH WARRANTIES DO NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE LISTED ITEMS.

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 your behalf 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 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 (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 3 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.

4. SECURITY; LATE PAYMENT. As security for the payment of all amounts due to CSA, you hereby grant to CSA a security interest in the Listed Items. To the extent permitted by applicable law, you hereby authorize CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Listed Items. Without limiting any of CSA's right and remedies under applicable law, if payments are late, 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 CSA may charge you and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$10 as reasonable collection fees, not to exceed the maximum amount permitted by law.

5. WARRANTY OF BUSINESS PURPOSE. You represent and warrant that that the Listed Items will not be used for personal, family or household purposes.

6. LIMITATION OF LIABILITY. 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 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. CHOICE OF LAW AND FORUM. THIS AGREEMENT 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 COMMENCED BY YOU AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT AND REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH SUITS ARE BASED, 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 BETWEEN THE PARTIES HERETO, 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.

8. GENERAL. This Agreement shall be binding on you upon your signature and on CSA upon the delivery of any of the Listed Items. All provisions of this Agreement including Section 3, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. This Agreement, together with any related CSA credit application, constitutes the entire agreement between the parties with respect to the furnishing of the Listed Items, superseding all previous proposals and agreements, oral or written. No lease agreement entered into between you and the Leasing Company with respect to any Listed Items shall be binding on CSA in any respect or affect your rights or CSA's obligations hereunder. 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 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, which shall not be unreasonably withheld, shall be void; except that you may, as described above, assign to your leasing company your right to acquire the Listed Items and your warranty rights hereunder, but your other rights hereunder, are not assignable to the leasing company and such assignment shall not relieve you of any of your obligations hereunder. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth 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

**ADDENDUM TO ADD ADDITIONAL EQUIPMENT TO  
 ACQUISITION AGREEMENT # S0528694.06 (the "Agreement")**

Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

<b>Customer ("you"):</b>			
Company: Oak Park Elementary School District 97		Contact: Michael Arensdorff	
Address: 970 W MADISON ST		Phone: 708.524.3015	Fax:
City: Oak Park	State: IL	Zip: 60302-4430	E-Mail: marendorff@op97.org

**PLEASE PRINT**

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

Item Code	Product Description	Qty	Unit Price	Periodic Payment/ Purchase Price	Ship To location (if different than above)	Elev. (y/n)	# of Step	Load Dock (y/n)	Contact Name & Phone Number	E-Mail
0293C002	IMAGERUNNER ADVANCE 6575I	1		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
0162C002	PAPER DECK UNIT-E1	1		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
0124C001	STAPLE FINISHER-V1 (CANNOT BE USED W/ iR	1		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A)	1		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2966V466	IR ADV 6555/65/75 INSTALL PAK	1		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	1		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	1		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8456B003	IMAGERUNNER ADVANCE C350IF	1		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8459B003	CASSETTE FEEDING UNIT-AH1	1		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8461B001	STAPLE FINISHER-S1	1		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	1		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	1		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2730V690	IR ADV C350IF/P/C250IF INSTALL PAK	1		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	1		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
Carry forward to Face side of Agreement			Subtotal							

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

**ADDENDUM TO ADD ADDITIONAL EQUIPMENT TO  
 ACQUISITION AGREEMENT # S0528694.06 (the "Agreement")**

Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

<b>Customer ("you"):</b>			
Company: Oak Park Elementary School District 97		Contact: Michael Arensdorff	
Address: 970 W MADISON ST		Phone: 708.524.3015	Fax:
City: Oak Park	State: IL	Zip: 60302-4430	E-Mail: marendorff@op97.org

**PLEASE PRINT**

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

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9507B001	IMAGERUNNER 1435IF	2		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	2		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	2		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2862V004	IR 1435 INSTALL PAK	2		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	2		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8029B003	IMAGERUNNER ADVANCE 4251	2		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
6543B001	CABINET TYPE-G	2		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8188B001	PCL PRINTER KIT-AY1 ELAN	2		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	2		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2246V629	IMAGERUNNER ADV 4051/4045/4251/4245	2		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	2		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	2		Included	715 HIGHLAND AVE HENRY WA OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
0293C002	IMAGERUNNER ADVANCE 6575I	1		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
0162C002	PAPER DECK UNIT-E1	1		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
Carry forward to Face side of Agreement			Subtotal							

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 One Canon Park, Melville, NY 11747  
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**ADDENDUM TO ADD ADDITIONAL EQUIPMENT TO  
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Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

<b>Customer ("you"):</b>			
Company: Oak Park Elementary School District 97		Contact: Michael Arensdorff	
Address: 970 W MADISON ST		Phone: 708.524.3015	Fax:
City: Oak Park	State: IL	Zip: 60302-4430	E-Mail: marendorff@op97.org

**PLEASE PRINT**

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Item Code	Product Description	Qty	Unit Price	Periodic Payment/Purchase Price	Ship To location (if different than above)	Elev. (y/n)	# of Step	Load Dock (y/n)	Contact Name & Phone Number	E-Mail
0124C001	STAPLE FINISHER-V1 (CANNOT BE USED W/ iR	1		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A)	1		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2966V466	IR ADV 6555/65/75 INSTALL PAK	1		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	1		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	1		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8456B003	IMAGERUNNER ADVANCE C350IF	1		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8459B003	CASSETTE FEEDING UNIT-AH1	1		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8461B001	STAPLE FINISHER-S1	1		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	1		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	1		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2730V690	IR ADV C350IF/P/C250IF INSTALL PAK	1		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	1		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
9507B001	IMAGERUNNER 1435IF	1		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	1		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
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 Canon Solutions America, Inc. ("CSA")  
 One Canon Park, Melville, NY 11747  
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 ACQUISITION AGREEMENT # S0528694.06 (the "Agreement")**

Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

<b>Customer ("you"):</b>			
Company: Oak Park Elementary School District 97		Contact: Michael Arensdorff	
Address: 970 W MADISON ST		Phone: 708.524.3015	Fax:
City: Oak Park	State: IL	Zip: 60302-4430	E-Mail: marendorff@op97.org

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2368V120	MID VOLUME CONNECTIVITY 30+PPM	1		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2862V004	IR 1435 INSTALL PAK	1		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	1		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8029B003	IMAGERUNNER ADVANCE 4251	2		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
6543B001	CABINET TYPE-G	2		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8188B001	PCL PRINTER KIT-AY1 ELAN	2		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	2		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2246V629	IMAGERUNNER ADV 4051/4045/4251/4245	2		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	2		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	2		Included	715 N HARVEY AVE WHITTIER E OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
0293C002	IMAGERUNNER ADVANCE 6575I	1		Included	1000 N RIDGELAND AVE WILLIA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
0162C002	PAPER DECK UNIT-E1	1		Included	1000 N RIDGELAND AVE WILLIA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
0124C001	STAPLE FINISHER-V1 (CANNOT BE USED W/ IR	1		Included	1000 N RIDGELAND AVE WILLIA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A)	1		Included	1000 N RIDGELAND AVE WILLIA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
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2966V466	IR ADV 6555/65/75 INSTALL PAK	1		Included	1000 N RIDGELAND AVE WILLIA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	1		Included	1000 N RIDGELAND AVE WILLIA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	1		Included	1000 N RIDGELAND AVE WILLIA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8456B003	IMAGERUNNER ADVANCE C350IF	1		Included	1000 N RIDGELAND AVE WILLIA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8459B003	CASSETTE FEEDING UNIT-AH1	1		Included	1000 N RIDGELAND AVE WILLIA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8461B001	STAPLE FINISHER-S1	1		Included	1000 N RIDGELAND AVE WILLIA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	1		Included	1000 N RIDGELAND AVE WILLIA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	1		Included	1000 N RIDGELAND AVE WILLIA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2730V690	IR ADV C350IF/P/C250IF INSTALL PAK	1		Included	1000 N RIDGELAND AVE WILLIA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
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8029B003	IMAGERUNNER ADVANCE 4251	2		Included	1000 N RIDGELAND AVE WILLIA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
6543B001	CABINET TYPE-G	2		Included	1000 N RIDGELAND AVE WILLIA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8188B001	PCL PRINTER KIT-AY1 ELAN	2		Included	1000 N RIDGELAND AVE WILLIA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	2		Included	1000 N RIDGELAND AVE WILLIA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
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2368V120	MID VOLUME CONNECTIVITY 30+PPM	2		Included	1000 N RIDGELAND AVE WILLIA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	2		Included	1000 N RIDGELAND AVE WILLIA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
0293C002	IMAGERUNNER ADVANCE 6575I	1		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
0162C002	PAPER DECK UNIT-E1	1		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
0124C001	STAPLE FINISHER-V1 (CANNOT BE USED W/ iR	1		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A)	1		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2966V466	IR ADV 6555/65/75 INSTALL PAK	1		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	1		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	1		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8456B003	IMAGERUNNER ADVANCE C350IF	1		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8459B003	CASSETTE FEEDING UNIT-AH1	1		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8461B001	STAPLE FINISHER-S1	1		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	1		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
Carry forward to Face side of Agreement			Subtotal							

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

**ADDENDUM TO ADD ADDITIONAL EQUIPMENT TO  
 ACQUISITION AGREEMENT # S0528694.06 (the "Agreement")**

Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

<b>Customer ("you"):</b>			
Company: Oak Park Elementary School District 97		Contact: Michael Arensdorff	
Address: 970 W MADISON ST		Phone: 708.524.3015	Fax:
City: Oak Park	State: IL	Zip: 60302-4430	E-Mail: marendorff@op97.org

**PLEASE PRINT**

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

Item Code	Product Description	Qty	Unit Price	Periodic Payment/Purchase Price	Ship To location (if different than above)	Elev. (y/n)	# of Step	Load Dock (y/n)	Contact Name & Phone Number	E-Mail
2368V120	MID VOLUME CONNECTIVITY 30+PPM	1		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2730V690	IR ADV C350IF/P/C250IF INSTALL PAK	1		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	1		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
9507B001	IMAGERUNNER 1435IF	2		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	2		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	2		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2862V004	IR 1435 INSTALL PAK	2		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	2		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8029B003	IMAGERUNNER ADVANCE 4251	1		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
6543B001	CABINET TYPE-G	1		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8188B001	PCL PRINTER KIT-AY1 ELAN	1		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	1		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2246V629	IMAGERUNNER ADV 4051/4045/4251/4245	1		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	1		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
Carry forward to Face side of Agreement			Subtotal							

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

**ADDENDUM TO ADD ADDITIONAL EQUIPMENT TO  
 ACQUISITION AGREEMENT # S0528694.06 (the "Agreement")**

Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

<b>Customer ("you"):</b>			
Company: Oak Park Elementary School District 97		Contact: Michael Arensdorff	
Address: 970 W MADISON ST		Phone: 708.524.3015	Fax:
City: Oak Park	State: IL	Zip: 60302-4430	E-Mail: marendorff@op97.org

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

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IntSupplies	Pre-install supplies installed in machine	1		Included	508 N KENILWORTH AVE OLIVE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
5559B003	IMAGERUNNER ADVANCE C5250 BASE MODEL	3		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
3654B007	CASSETTE FEEDING UNIT-AD2	3		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
3655B004	PAPER DECK UNIT-B2	3		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
5589B001	INNER FINISHER-E1	3		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
3675B012	SUPER G3 FAX BOARD-AE2	3		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
5592B005	PCL PRINTER KIT-AR1	3		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	3		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V125	INSTALL PAK C5250 & C5255/C5045 & C5051	3		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	3		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	3		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8643B006	VP6000 ULTRA + BASE MODEL SET	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
5414B001	DFD2 INTERFACE AT IHCS FOR ONLINE FINISHING	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
5416B001	OCE VP6000 R-SIDED DOCKING AT IHCS	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
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**ADDENDUM TO ADD ADDITIONAL EQUIPMENT TO  
 ACQUISITION AGREEMENT # S0528694.06 (the "Agreement")**

Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

<b>Customer ("you"):</b>			
Company: Oak Park Elementary School District 97		Contact: Michael Arensdorff	
Address: 970 W MADISON ST		Phone: 708.524.3015	Fax:
City: Oak Park	State: IL	Zip: 60302-4430	E-Mail: marendsorff@op97.org

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5403B001	COPY CONTROL INTERFACE (VP)	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendsorff@op97.org
5377B010	VP6160 ULTRA BASE LICENSE SET	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendsorff@op97.org
8221B009	208/240VAC, 3 PHASE, 30A (NEMA L15-30R)	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendsorff@op97.org
6267B005	HIGH CAPACITY STACKER 2.1 WITH SET FINISHER	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendsorff@op97.org
7159B003	BLM550+ BOOKLET MAKER SET (INCLUDES)	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendsorff@op97.org
2401V944	INSTALL PACK VP6000: COVERS DELIVERY AND	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendsorff@op97.org
2379V586	VARIOPRINT 6000 IMPLEMENTATION	2		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendsorff@op97.org
2375V275	VarioPrint 6000 Implementation Services by	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendsorff@op97.org
2375V279	VarioPrint 6000 Key Operator training by Client	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendsorff@op97.org
8943B027	LICENSE UPGRADE OCE PRISMAPREPARE V4 TO	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendsorff@op97.org
8628B063	ANNUAL MAINTENANCE OCE PRISMAPREPARE V6	4		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendsorff@op97.org
2721V581	PRISMAPREPARE ONE DAY IMPLEMENTATION	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendsorff@op97.org
2721V580	PRISMAPREPARE ONE DAY ADVANCED	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendsorff@op97.org
2722V218	PRISMAPREPARE ONE DAY POWER USER	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendsorff@op97.org
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 One Canon Park, Melville, NY 11747  
 (800) 613-2228

**ADDENDUM TO ADD ADDITIONAL EQUIPMENT TO  
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Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

<b>Customer ("you"):</b>			
Company: Oak Park Elementary School District 97		Contact: Michael Arensdorff	
Address: 970 W MADISON ST		Phone: 708.524.3015	Fax:
City: Oak Park	State: IL	Zip: 60302-4430	E-Mail: marendorff@op97.org

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7999B007	IMAGEPRESS C800 SET	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8012B006	POD DECK LITE SET	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8002B002	DPX.READER-H1(INCH/A)	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8078B001	STACK BYPASS-B1	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8079B001	STACK BYPASS ALIGNMENT TRAY-C1	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1505V148	ACI Kit Keyboard & Mouse, 22" Flat Panel	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8004B002	SADDLE FIN-AM2 UL	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8514B012	IPR SERVER F200 V1.1 SET	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2740V756	COLORLYNX FOR IMAGEPRESS C800/C700	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V076	ESP NEXT GEN PCS POWER FILTER (208V/20A)	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2743V986	IMAGEPRESS C700/C800 SERIES OPERATOR	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2740V516	IMAGEPRESS C700/C800 DELIVERY AND INSTALL	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2743V985	IMAGEPRESS C700/C800 SERIES IMPLEMENTATION	1		Included	970 MADISON ST OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
0293C002	IMAGERUNNER ADVANCE 6575I	1		Included	1125 S CUYLER AVE WASHINGT OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
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0162C002	PAPER DECK UNIT-E1	1		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
0124C001	STAPLE FINISHER-V1 (CANNOT BE USED W/ IR	1		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A)	1		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2966V466	IR ADV 6555/65/75 INSTALL PAK	1		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	1		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	1		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8456B003	IMAGERUNNER ADVANCE C350IF	1		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8459B003	CASSETTE FEEDING UNIT-AH1	1		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8461B001	STAPLE FINISHER-S1	1		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	1		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	1		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2730V690	IR ADV C350IF/P/C250IF INSTALL PAK	1		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	1		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
9507B001	IMAGERUNNER 1435IF	2		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
Carry forward to Face side of Agreement			Subtotal							

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE OR PURCHASE, AS SPECIFIED ON THE FACE PAGE OF THE ACQUISITION AGREEMENT, THE ITEMS LISTED ABOVE, IN ACCORDANCE WITH ALL OF THE TERMS AND CONDITIONS OF THE ACQUISITION AGREEMENT. THIS ADDENDUM SHALL BECOME EFFECTIVE AND BINDING AS PROVIDED IN PARAGRAPH 8 OF THE ADDITIONAL TERMS AND CONDITIONS OF THE ACQUISITION AGREEMENT. EXCEPT AS PROVIDED HEREIN, THE ACQUISITION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

X Customer's Authorized Signature \_\_\_\_\_ X Printed Name \_\_\_\_\_ X Title \_\_\_\_\_ X Date \_\_\_\_\_





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

**ADDENDUM TO ADD ADDITIONAL EQUIPMENT TO  
 ACQUISITION AGREEMENT # S0528694.06 (the "Agreement")**

Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

<b>Customer ("you"):</b>			
Company: Oak Park Elementary School District 97		Contact: Michael Arensdorff	
Address: 970 W MADISON ST		Phone: 708.524.3015	Fax:
City: Oak Park	State: IL	Zip: 60302-4430	E-Mail: marendorff@op97.org

**PLEASE PRINT**

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

Item Code	Product Description	Qty	Unit Price	Periodic Payment/Purchase Price	Ship To location (if different than above)	Elev. (y/n)	# of Step	Load Dock (y/n)	Contact Name & Phone Number	E-Mail
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	2		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	2		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2862V004	IR 1435 INSTALL PAK	2		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	2		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8029B003	IMAGERUNNER ADVANCE 4251	2		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
6543B001	CABINET TYPE-G	2		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8188B001	PCL PRINTER KIT-AY1 ELAN	2		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	2		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2246V629	IMAGERUNNER ADV 4051/4045/4251/4245	2		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	2		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	2		Included	1125 S CUYLER AVE WASHINGTON OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8029B003	IMAGERUNNER ADVANCE 4251	8		Included	416 S RIDGELAND AVE PERCY OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
3755B001	CASSETTE FEEDING UNIT-AF1	8		Included	416 S RIDGELAND AVE PERCY OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
4808B001	INNER FINISHER-D1	8		Included	416 S RIDGELAND AVE PERCY OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
Carry forward to Face side of Agreement			Subtotal							

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

**ADDENDUM TO ADD ADDITIONAL EQUIPMENT TO  
 ACQUISITION AGREEMENT # S0528694.06 (the "Agreement")**

Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

<b>Customer ("you"):</b>			
Company: Oak Park Elementary School District 97		Contact: Michael Arensdorff	
Address: 970 W MADISON ST		Phone: 708.524.3015	Fax:
City: Oak Park	State: IL	Zip: 60302-4430	E-Mail: marenddorff@op97.org

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8188B001	PCL PRINTER KIT-AY1 ELAN	8		Included	416 S RIDGELAND AVE PERCY, OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	8		Included	416 S RIDGELAND AVE PERCY, OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
2246V629	IMAGERUNNER ADV 4051/4045/4251/4245	8		Included	416 S RIDGELAND AVE PERCY, OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	8		Included	416 S RIDGELAND AVE PERCY, OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
IntSupplies	Pre-install supplies installed in machine	8		Included	416 S RIDGELAND AVE PERCY, OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
8456B003	IMAGERUNNER ADVANCE C350IF	1		Included	416 S RIDGELAND AVE PERCY, OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
8459B003	CASSETTE FEEDING UNIT-AH1	1		Included	416 S RIDGELAND AVE PERCY, OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
8461B001	STAPLE FINISHER-S1	1		Included	416 S RIDGELAND AVE PERCY, OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	1		Included	416 S RIDGELAND AVE PERCY, OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	1		Included	416 S RIDGELAND AVE PERCY, OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
2730V690	IR ADV C350IF/P/C250IF INSTALL PAK	1		Included	416 S RIDGELAND AVE PERCY, OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
IntSupplies	Pre-install supplies installed in machine	1		Included	416 S RIDGELAND AVE PERCY, OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
9507B001	IMAGERUNNER 1435IF	1		Included	416 S RIDGELAND AVE PERCY, OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	1		Included	416 S RIDGELAND AVE PERCY, OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
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Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

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Company: Oak Park Elementary School District 97		Contact: Michael Arensdorff	
Address: 970 W MADISON ST		Phone: 708.524.3015	Fax:
City: Oak Park	State: IL	Zip: 60302-4430	E-Mail: marendorff@op97.org

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2368V120	MID VOLUME CONNECTIVITY 30+PPM	1		Included	416 S RIDGELAND AVE PERCY, OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2862V004	IR 1435 INSTALL PAK	1		Included	416 S RIDGELAND AVE PERCY, OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	1		Included	416 S RIDGELAND AVE PERCY, OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8029B003	IMAGERUNNER ADVANCE 4251	8		Included	325 S KENILWORTH AVE GWEN OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
3755B001	CASSETTE FEEDING UNIT-AF1	8		Included	325 S KENILWORTH AVE GWEN OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
4808B001	INNER FINISHER-D1	8		Included	325 S KENILWORTH AVE GWEN OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8188B001	PCL PRINTER KIT-AY1 ELAN	8		Included	325 S KENILWORTH AVE GWEN OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	8		Included	325 S KENILWORTH AVE GWEN OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2246V629	IMAGERUNNER ADV 4051/4045/4251/4245	8		Included	325 S KENILWORTH AVE GWEN OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	8		Included	325 S KENILWORTH AVE GWEN OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
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8456B003	IMAGERUNNER ADVANCE C350IF	1		Included	325 S KENILWORTH AVE GWEN OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8459B003	CASSETTE FEEDING UNIT-AH1	1		Included	325 S KENILWORTH AVE GWEN OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8461B001	STAPLE FINISHER-S1	1		Included	325 S KENILWORTH AVE GWEN OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
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Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

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Address: 970 W MADISON ST		Phone: 708.524.3015	Fax:
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2368V120	MID VOLUME CONNECTIVITY 30+PPM	1		Included	325 S KENILWORTH AVE GWEN OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2730V690	IR ADV C350IF/P/C250IF INSTALL PAK	1		Included	325 S KENILWORTH AVE GWEN OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	1		Included	325 S KENILWORTH AVE GWEN OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
9507B001	IMAGERUNNER 1435IF	2		Included	325 S KENILWORTH AVE GWEN OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	2		Included	325 S KENILWORTH AVE GWEN OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	2		Included	325 S KENILWORTH AVE GWEN OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2862V004	IR 1435 INSTALL PAK	2		Included	325 S KENILWORTH AVE GWEN OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	2		Included	325 S KENILWORTH AVE GWEN OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
9507B001	IMAGERUNNER 1435IF	1		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	1		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	1		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2862V004	IR 1435 INSTALL PAK	1		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	1		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
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8029B003	IMAGERUNNER ADVANCE 4251	2		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
6543B001	CABINET TYPE-G	2		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
8188B001	PCL PRINTER KIT-AY1 ELAN	2		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	2		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
2246V629	IMAGERUNNER ADV 4051/4045/4251/4245	2		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	2		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
IntSupplies	Pre-install supplies installed in machine	2		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
0293C002	IMAGERUNNER ADVANCE 6575I	1		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
0162C002	PAPER DECK UNIT-E1	1		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
0124C001	STAPLE FINISHER-V1 (CANNOT BE USED W/ iR	1		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A)	1		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
2966V466	IR ADV 6555/65/75 INSTALL PAK	1		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	1		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
IntSupplies	Pre-install supplies installed in machine	1		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marenddorff@op97.org
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City: Oak Park	State: IL	Zip: 60302-4430	E-Mail: marendorff@op97.org

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

Item Code	Product Description	Qty	Unit Price	Periodic Payment/Purchase Price	Ship To location (if different than above)	Elev. (y/n)	# of Step	Load Dock (y/n)	Contact Name & Phone Number	E-Mail
8456B003	IMAGERUNNER ADVANCE C350IF	1		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8459B003	CASSETTE FEEDING UNIT-AH1	1		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8461B001	STAPLE FINISHER-S1	1		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	1		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	1		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2730V690	IR ADV C350IF/P/C250IF INSTALL PAK	1		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	1		Included	921 N KENILWORTH AVE HORA OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
0293C002	IMAGERUNNER ADVANCE 6575I	1		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
0162C002	PAPER DECK UNIT-E1	1		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
0124C001	STAPLE FINISHER-V1 (CANNOT BE USED W/ IR)	1		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A)	1		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2966V466	IR ADV 6555/65/75 INSTALL PAK	1		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	1		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	1		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
Carry forward to Face side of Agreement			Subtotal							

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Customer's Authorized Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_





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

**ADDENDUM TO ADD ADDITIONAL EQUIPMENT TO  
 ACQUISITION AGREEMENT # S0528694.06 (the "Agreement")**

Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

<b>Customer ("you"):</b>			
Company: Oak Park Elementary School District 97		Contact: Michael Arensdorff	
Address: 970 W MADISON ST		Phone: 708.524.3015	Fax:
City: Oak Park	State: IL	Zip: 60302-4430	E-Mail: marendorff@op97.org

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8456B003	IMAGERUNNER ADVANCE C350IF	1		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8459B003	CASSETTE FEEDING UNIT-AH1	1		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8461B001	STAPLE FINISHER-S1	1		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	1		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	1		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2730V690	IR ADV C350IF/P/C250IF INSTALL PAK	1		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	1		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
9507B001	IMAGERUNNER 1435IF	1		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	1		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	1		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2862V004	IR 1435 INSTALL PAK	1		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	1		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8029B003	IMAGERUNNER ADVANCE 4251	3		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
6543B001	CABINET TYPE-G	3		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
Carry forward to Face side of Agreement			Subtotal							

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 Canon Solutions America, Inc. ("CSA")  
 One Canon Park, Melville, NY 11747  
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**ADDENDUM TO ADD ADDITIONAL EQUIPMENT TO  
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Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

<b>Customer ("you"):</b>			
Company: Oak Park Elementary School District 97		Contact: Michael Arensdorff	
Address: 970 W MADISON ST		Phone: 708.524.3015	Fax:
City: Oak Park	State: IL	Zip: 60302-4430	E-Mail: marendorff@op97.org

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8188B001	PCL PRINTER KIT-AY1 ELAN	3		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	3		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2246V629	IMAGERUNNER ADV 4051/4045/4251/4245	3		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	3		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	3		Included	230 ONTARIO ST WILLIAM BEYE OAK PARK IL 60302	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
0293C002	IMAGERUNNER ADVANCE 6575I	1		Included	1111 S GROVE AVE ABRAHAM L OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
0162C002	PAPER DECK UNIT-E1	1		Included	1111 S GROVE AVE ABRAHAM L OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
0124C001	STAPLE FINISHER-V1 (CANNOT BE USED W/ iR	1		Included	1111 S GROVE AVE ABRAHAM L OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A)	1		Included	1111 S GROVE AVE ABRAHAM L OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2966V466	IR ADV 6555/65/75 INSTALL PAK	1		Included	1111 S GROVE AVE ABRAHAM L OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	1		Included	1111 S GROVE AVE ABRAHAM L OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
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8456B003	IMAGERUNNER ADVANCE C350IF	1		Included	1111 S GROVE AVE ABRAHAM L OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8459B003	CASSETTE FEEDING UNIT-AH1	1		Included	1111 S GROVE AVE ABRAHAM L OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
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1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	1		Included	1111 S GROVE AVE ABRAHAM L OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	1		Included	1111 S GROVE AVE ABRAHAM L OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2730V690	IR ADV C350IF/P/C250IF INSTALL PAK	1		Included	1111 S GROVE AVE ABRAHAM L OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	1		Included	1111 S GROVE AVE ABRAHAM L OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
9507B001	IMAGERUNNER 1435IF	2		Included	1111 S GROVE AVE ABRAHAM L OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	2		Included	1111 S GROVE AVE ABRAHAM L OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM	2		Included	1111 S GROVE AVE ABRAHAM L OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
2862V004	IR 1435 INSTALL PAK	2		Included	1111 S GROVE AVE ABRAHAM L OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	2		Included	1111 S GROVE AVE ABRAHAM L OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8029B003	IMAGERUNNER ADVANCE 4251	2		Included	1111 S GROVE AVE ABRAHAM L OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
6543B001	CABINET TYPE-G	2		Included	1111 S GROVE AVE ABRAHAM L OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
8188B001	PCL PRINTER KIT-AY1 ELAN	2		Included	1111 S GROVE AVE ABRAHAM L OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	2		Included	1111 S GROVE AVE ABRAHAM L OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
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Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

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Address: 970 W MADISON ST		Phone: 708.524.3015	Fax:
City: Oak Park	State: IL	Zip: 60302-4430	E-Mail: marendorff@op97.org

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2368V120	MID VOLUME CONNECTIVITY 30+PPM	2		Included	1111 S GROVE AVE ABRAHAM L OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
IntSupplies	Pre-install supplies installed in machine	2		Included	1111 S GROVE AVE ABRAHAM L OAK PARK IL 60304	N	0	N	Michael Arensdorff 708.524.3015	marendorff@op97.org
Carry forward to Face side of Agreement			Subtotal							

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CANON SOLUTIONS AMERICA

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



Maintenance Agreement
Océ VarioPrint 6000 Models

Related Acquisition Agreement # \_\_\_\_\_

Salesperson \_\_\_\_\_ Order Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Customer ("you"): Customer Account: Equipment Location: Customer Account:
Company: OAK PARK ELEMENTARY SCHOOL DISTRICT 97
Address: 970 W MADISON ST
City: OAK PARK County: Cook
State: IL Zip: 60302-4430 Phone #: 708.524.3015
Contact: Michael Arensdorff Fax #:
Email: marensdorff@op97.org

Base Charge Billing Cycle Initial Term Price Plan PO Required Meter Read Collection (select one)
Monthly Quarterly Other 60 Months (min. 12) Standard Fixed Yes No E = Email W = eManage website
Excess Per Image Charge Billing Cycle Consumables Inclusive Optional Services
Monthly Quarterly Other Annual Toner Other
Coverage Plan Consumables Inclusive
Per Unit Fleet Aggregate If adding Equipment below to an existing Aggregate, provide either a contract # or serial # under Aggregate.

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 \_\_\_\_/\_\_\_\_/\_\_\_\_.

Table with columns: Model, Serial #, Start Meter Letter, Start Meter Ledger, Covered Images in Base Charge Letter, Covered Images in Base Charge Ledger, Excess Meter Charges Letter, Excess Meter Charges Ledger, Base Charge for Covered Images, Base Charge for Optional Services. Includes rows for model VP6160 and a summary table for Customer Satisfaction Policy.

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.

X Customer's Authorized Signature \_\_\_\_\_

X Printed Name \_\_\_\_\_ X Title \_\_\_\_\_ X Date \_\_\_\_\_

## ADDITIONAL TERMS AND CONDITIONS

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 or image dependent 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 renewal terms unless either party gives written notice of non-renewal at least 30 days prior to the expiration of the then-current term (except that in the case of image dependent service, the renewal terms shall be of the same duration as the initial 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 this Agreement during any renewal term 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; provided that the meter shall record a quantity of 2 images for any image produced on media wider than 8 1/2". Invoices shall be due and payable within 30 days of the invoice date unless otherwise indicated 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. (a) Consumable 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 under this Agreement, 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) If you have selected Optional Services, CSA will provide on-site service for the applicable days and hours. (e) If available, 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. (f) 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 CSA's eManage website, you shall complete CSA's registration process governing access to and use of such website. 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 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 providing help-line telephone assistance in operating the Embedded Software and identifying service problems, facilitating contact between you and the supplier of the Listed Software to attempt to rectify such problems and 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, including, without limitation, paper, toner, ink, waste containers, fuser oil or staples (except for toner inclusive service to the extent provided in Subparagraph 2(a) above), 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 its 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 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 (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 the remaining base charges for the balance of the term (not to exceed a period of 6 months). You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

**8. GOVERNING LAW.** THIS AGREEMENT 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 COMMENCED BY YOU AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT AND REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH SUITS ARE BASED, 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 BETWEEN THE PARTIES HERETO, 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

**MAINTENANCE AGREEMENT**

Related Acquisition Agreement # S0528694.06

Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

<b>Customer ("you"):</b>		<b>Customer Account:</b>		<b>Equipment Location:</b>		<b>Customer Account:</b>	
Company: Oak Park Elementary School District 97				Company: OAK PARK ELEMENTARY SCHOOL DIST 97			
Address: 970 W MADISON ST				Address: Please View Below			
City: Oak Park		County: COOK		City:		County:	
State: IL	Zip: 60302-4430	Phone #: 708.524.3015		State:	Zip:	Phone #: 708.524.3015	
Contact: Michael Arensdorff		Fax #:		Contact: Michael Arensdorff		Fax #:	
Email: marendorff@op97.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.			

<b>Maintenance Billing Entity</b>		<b>PO Required</b>		<b>Meter Read Collection Options</b>	
Base Charge: <input checked="" type="checkbox"/> CSA <input 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 checked="" type="checkbox"/> CSA <input type="checkbox"/> Canon Financial Services, Inc. ("CFS")		PO#		W = eManage website	
<b>Base Charge Billing Cycle</b>		<b>Initial Term</b>		<b>Coverage Plan</b>	
<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other _____		60 Months (min. 12)		<input type="checkbox"/> Per Unit <input checked="" type="checkbox"/> Fleet <input type="checkbox"/> Aggregate If adding the Equipment below to existing an Aggregate, provide either a contract # or serial # under Aggregate.	
<b>Excess Per Image* Charge Billing Cycle</b>		<b>Price Plan</b>		<b>Consumables Inclusive</b>	
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other Annual		<input type="checkbox"/> Standard <input checked="" type="checkbox"/> Fixed		<input checked="" type="checkbox"/> Toner (excludes clear) <input type="checkbox"/> Other _____	

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	Alt Meter Method*
			B & W	Color	B & W	Color		
iradv6575			1,800,000		0.0052	0.065	\$8,460.00	
Contact: Michael Arensdorff		Phone #: 708.524.3015		Fax #:				
Equipment Location: 1000 N RIDGELAND AVE WILLIAM HATCH ELEMENTARY SCH OAK PARK,		Email Address: marendorff@op97.org						
iradv6575								
Contact: Michael Arensdorff		Phone #: 708.524.3015		Fax #:				
Equipment Location: 508 N KENILWORTH AVE OLIVER W HOLMES ELEMENTARY OAK PARK,		Email Address: marendorff@op97.org						
iradv6575								
Contact: Michael Arensdorff		Phone #: 708.524.3015		Fax #:				
Equipment Location: 1125 S CUYLER AVE WASHINGTON IRVING ELEM SCH OAK PARK, IL 60304		Email Address: marendorff@op97.org						
iradv6575								
Contact: Michael Arensdorff		Phone #: 708.524.3015		Fax #:				
Equipment Location: 1111 S GROVE AVE ABRAHAM LINCOLN SCHOOL OAK PARK, IL 60304		Email Address: marendorff@op97.org						

		Subtotal from Supplemental Addendum		
<b>CUSTOMER SATISFACTION POLICY</b> 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 \_\_\_\_\_

## ADDITIONAL TERMS AND CONDITIONS

# S0528694.06

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 renewal terms 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 this Agreement during any renewal term 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. 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 CSA's eManage website, you shall complete CSA's registration process governing access to and use of such website. 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 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 providing help-line telephone assistance in operating the Embedded Software and identifying service problems, facilitating contact between you and the developer of the Listed Software to attempt to rectify such problems and 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 thereof 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, including, without limitation, paper, toner, ink, waste containers, fuser oil or staples (except for toner inclusive service to the extent provided in Subparagraph 2(a) above), 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 within thirty (30) days notice to you, unless such default is cured by you within the thirty (30) day period. (3) 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 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 COMMENCED BY YOU AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT AND REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH SUITS ARE BASED, 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 BETWEEN THE PARTIES HERETO, 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

MAINTENANCE AGREEMENT
EQUIPMENT ADDENDUM

This document is to be utilized to supplement a new Maintenance Agreement with additional lines for Equipment.

Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

Customer ("you"): Customer Account:
Company: Oak Park Elementary School District 97
Address: 970 W MADISON ST
City: Oak Park County: COOK
State: IL Zip: 60302-4430 Phone #: 708.524.3015
Contact: Michael Arensdorff Fax #:
Email: marendsorff@op97.org
For each unit of Equipment listed below, specify contact and Equipment location in the relevant spaces allotted for each unit of Equipment.
Meter Read Collection Options
imageWARE Remote unless noted in table below
W = eManage website

Table with columns: Model, Serial #, Start Meter B & W, Start Meter Color, Covered Images per unit or Fleet included in Base Charge B & W, Covered Images per unit or Fleet included in Base Charge Color, Per Image Charge in excess of Covered Images B & W, Per Image Charge in excess of Covered Images Color, Base Charge per unit or Fleet, Alternate Meter Method\*. Rows include models iradv6575 and IRADV4251 with contact and location information.

BY YOUR SIGNATURE BELOW, YOU REQUEST THAT CBS PROVIDE SERVICE ON THE EQUIPMENT LISTED ABOVE IN ACCORDANCE WITH ALL OF THE TERMS AND CONDITIONS OF THE ABOVE REFERENCED AGREEMENT. THIS ADDENDUM SHALL BECOME EFFECTIVE AS PROVIDED IN PARAGRAPH 9 OF THE ADDITIONAL TERMS AND CONDITIONS OF THE REFERENCED AGREEMENT. EXCEPT AS PROVIDED HEREIN, THE ABOVE REFERENCED AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

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



CANON SOLUTIONS AMERICA

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

### MAINTENANCE AGREEMENT EQUIPMENT ADDENDUM

This document is to be utilized to supplement a new Maintenance Agreement with additional lines for Equipment.

Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

Customer ("you"):		Customer Account:		
Company: Oak Park Elementary School District 97		For each unit of Equipment listed below, specify contact and Equipment location in the relevant spaces allotted for each unit of Equipment.  <b>Meter Read Collection Options</b> imageWARE Remote unless noted in table below* W = eManage website		
Address: 970 W MADISON ST				
City: Oak Park	County: COOK			
State: IL	Zip: 60302-4430			Phone #: 708.524.3015
Contact: Michael Arensdorff				Fax #:
Email: marendorff@op97.org				

Model	Serial #	Start Meter B & W Color	Covered Images per unit or Fleet included in Base Charge B & W Color	Per Image Charge in excess of Covered Images B & W Color	Base Charge per unit or Fleet	Alternate Meter Method*
IRADV4251						
Contact: Michael Arensdorff		Phone #: 708.524.3015		Fax #:		
Equipment Location: 416 S RIDGELAND AVE PERCY JULIAN MIDDLE SCHOOL OAK PARK, IL 60				Email Address: marendorff@op97.org		
IRADV4251						
Contact: Michael Arensdorff		Phone #: 708.524.3015		Fax #:		
Equipment Location: 416 S RIDGELAND AVE PERCY JULIAN MIDDLE SCHOOL OAK PARK, IL 60				Email Address: marendorff@op97.org		
IRADV4251						
Contact: Michael Arensdorff		Phone #: 708.524.3015		Fax #:		
Equipment Location: 416 S RIDGELAND AVE PERCY JULIAN MIDDLE SCHOOL OAK PARK, IL 60				Email Address: marendorff@op97.org		
IRADV4251						
Contact: Michael Arensdorff		Phone #: 708.524.3015		Fax #:		
Equipment Location: 416 S RIDGELAND AVE PERCY JULIAN MIDDLE SCHOOL OAK PARK, IL 60				Email Address: marendorff@op97.org		
IRADV4251						
Contact: Michael Arensdorff		Phone #: 708.524.3015		Fax #:		
Equipment Location: 325 S KENILWORTH AVE GWENDOLYN BROOKS MIDDLE SCHOOL OAK P				Email Address: marendorff@op97.org		
IRADV4251						
Contact: Michael Arensdorff		Phone #: 708.524.3015		Fax #:		
Equipment Location: 325 S KENILWORTH AVE GWENDOLYN BROOKS MIDDLE SCHOOL OAK P				Email Address: marendorff@op97.org		
Carry forward to Face side of Agreement						
						Subtotal
						Included

BY YOUR SIGNATURE BELOW, YOU REQUEST THAT CBS PROVIDE SERVICE ON THE EQUIPMENT LISTED ABOVE IN ACCORDANCE WITH ALL OF THE TERMS AND CONDITIONS OF THE ABOVE REFERENCED AGREEMENT. THIS ADDENDUM SHALL BECOME EFFECTIVE AS PROVIDED IN PARAGRAPH 9 OF THE ADDITIONAL TERMS AND CONDITIONS OF THE REFERENCED AGREEMENT. EXCEPT AS PROVIDED HEREIN, THE ABOVE REFERENCED AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

X Customer's Authorized Signature \_\_\_\_\_  
X Printed Name \_\_\_\_\_ X Title \_\_\_\_\_ X Date \_\_\_\_\_



CANON SOLUTIONS AMERICA

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

MAINTENANCE AGREEMENT
EQUIPMENT ADDENDUM

This document is to be utilized to supplement a new Maintenance Agreement with additional lines for Equipment.

Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

Customer ("you"): Customer Account:
Company: Oak Park Elementary School District 97
Address: 970 W MADISON ST
City: Oak Park County: COOK
State: IL Zip: 60302-4430 Phone #: 708.524.3015
Contact: Michael Arensdorff Fax #:
Email: marendorff@op97.org
For each unit of Equipment listed below, specify contact and Equipment location in the relevant spaces allotted for each unit of Equipment.
Meter Read Collection Options
imageWARE Remote unless noted in table below
W = eManage website

Table with columns: Model, Serial #, Start Meter (B & W, Color), Covered Images per unit or Fleet (B & W, Color), Per Image Charge in excess of Covered Images (B & W, Color), Base Charge per unit or Fleet, Alternate Meter Method\*. Rows include equipment details for IRADV4251 and IRADVC350, including contact and location information.

BY YOUR SIGNATURE BELOW, YOU REQUEST THAT CBS PROVIDE SERVICE ON THE EQUIPMENT LISTED ABOVE IN ACCORDANCE WITH ALL OF THE TERMS AND CONDITIONS OF THE ABOVE REFERENCED AGREEMENT. THIS ADDENDUM SHALL BECOME EFFECTIVE AS PROVIDED IN PARAGRAPH 9 OF THE ADDITIONAL TERMS AND CONDITIONS OF THE REFERENCED AGREEMENT, EXCEPT AS PROVIDED HEREIN, THE ABOVE REFERENCED AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer's Authorized Signature
Printed Name Title Date



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MAINTENANCE AGREEMENT
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This document is to be utilized to supplement a new Maintenance Agreement with additional lines for Equipment.

Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

Customer ("you"): Customer Account:
Company: Oak Park Elementary School District 97
Address: 970 W MADISON ST
City: Oak Park County: COOK
State: IL Zip: 60302-4430 Phone #: 708.524.3015
Contact: Michael Arensdorff Fax #:
Email: marendsorff@op97.org
For each unit of Equipment listed below, specify contact and Equipment location in the relevant spaces allotted for each unit of Equipment.
Meter Read Collection Options
imageWARE Remote unless noted in table below\*
W = eManage website

Table with columns: Model, Serial #, Start Meter B & W, Color, Covered Images per unit or Fleet included in Base Charge B & W, Color, Per Image Charge in excess of Covered Images B & W, Color, Base Charge per unit or Fleet, Alternate Meter Method\*. Contains 10 rows of equipment data for IRADVC350 models with contact and location information.

BY YOUR SIGNATURE BELOW, YOU REQUEST THAT CBS PROVIDE SERVICE ON THE EQUIPMENT LISTED ABOVE IN ACCORDANCE WITH ALL OF THE TERMS AND CONDITIONS OF THE ABOVE REFERENCED AGREEMENT. THIS ADDENDUM SHALL BECOME EFFECTIVE AS PROVIDED IN PARAGRAPH 9 OF THE ADDITIONAL TERMS AND CONDITIONS OF THE REFERENCED AGREEMENT. EXCEPT AS PROVIDED HEREIN, THE ABOVE REFERENCED AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

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





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Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

Customer ("you"): Customer Account:
Company: Oak Park Elementary School District 97
Address: 970 W MADISON ST
City: Oak Park County: COOK
State: IL Zip: 60302-4430 Phone #: 708.524.3015
Contact: Michael Arensdorff Fax #:
Email: marendorff@op97.org
For each unit of Equipment listed below, specify contact and Equipment location in the relevant spaces allotted for each unit of Equipment.
Meter Read Collection Options
imageWARE Remote unless noted in table below
W = eManage website

Table with 7 columns: Model, Serial #, Start Meter (B & W, Color), Covered Images per unit or Fleet (B & W, Color), Per Image Charge in excess of Covered Images (B & W, Color), Base Charge per unit or Fleet, Alternate Meter Method\*. Rows include equipment models IRADVC350 and IR1435IF with contact and location information.

BY YOUR SIGNATURE BELOW, YOU REQUEST THAT CBS PROVIDE SERVICE ON THE EQUIPMENT LISTED ABOVE IN ACCORDANCE WITH ALL OF THE TERMS AND CONDITIONS OF THE ABOVE REFERENCED AGREEMENT. THIS ADDENDUM SHALL BECOME EFFECTIVE AS PROVIDED IN PARAGRAPH 9 OF THE ADDITIONAL TERMS AND CONDITIONS OF THE REFERENCED AGREEMENT. EXCEPT AS PROVIDED HEREIN, THE ABOVE REFERENCED AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer's Authorized Signature
Printed Name Title Date



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MAINTENANCE AGREEMENT
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Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

Customer ("you"): Customer Account:
Company: Oak Park Elementary School District 97
Address: 970 W MADISON ST
City: Oak Park County: COOK
State: IL Zip: 60302-4430 Phone #: 708.524.3015
Contact: Michael Arensdorff Fax #:
Email: marendorff@op97.org
Meter Read Collection Options
imageWARE Remote unless noted in table below
W = eManage website

Table with columns: Model, Serial #, Start Meter (B & W, Color), Covered Images per unit or Fleet (B & W, Color), Per Image Charge in excess of Covered Images (B & W, Color), Base Charge per unit or Fleet, Alternate Meter Method\*. Contains 8 rows of equipment data for IR1435IF models with contact and location information.

Carry forward to Face side of Agreement Subtotal Included

BY YOUR SIGNATURE BELOW, YOU REQUEST THAT CBS PROVIDE SERVICE ON THE EQUIPMENT LISTED ABOVE IN ACCORDANCE WITH ALL OF THE TERMS AND CONDITIONS OF THE ABOVE REFERENCED AGREEMENT. THIS ADDENDUM SHALL BECOME EFFECTIVE AS PROVIDED IN PARAGRAPH 9 OF THE ADDITIONAL TERMS AND CONDITIONS OF THE REFERENCED AGREEMENT. EXCEPT AS PROVIDED HEREIN, THE ABOVE REFERENCED AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer's Authorized Signature
Printed Name Title Date



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Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

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Company: Oak Park Elementary School District 97
Address: 970 W MADISON ST
City: Oak Park County: COOK
State: IL Zip: 60302-4430 Phone #: 708.524.3015
Contact: Michael Arensdorff Fax #:
Email: marensdorff@op97.org
For each unit of Equipment listed below, specify contact and Equipment location in the relevant spaces allotted for each unit of Equipment.
Meter Read Collection Options
imageWARE Remote unless noted in table below\*
W = eManage website

Table with columns: Model, Serial #, Start Meter (B & W, Color), Covered Images per unit or Fleet (B & W, Color), Per Image Charge in excess of Covered Images (B & W, Color), Base Charge per unit or Fleet, Alternate Meter Method\*. Rows include models IR1435IF, IRADVC5250, and IRADV4251 with contact and location information.

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Printed Name Title Date



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Company: Oak Park Elementary School District 97
Address: 970 W MADISON ST
City: Oak Park County: COOK
State: IL Zip: 60302-4430 Phone #: 708.524.3015
Contact: Michael Arensdorff Fax #:
Email: marendsorff@op97.org
For each unit of Equipment listed below, specify contact and Equipment location in the relevant spaces allotted for each unit of Equipment.
Meter Read Collection Options
imageWARE Remote unless noted in table below
W = eManage website

Table with columns: Model, Serial #, Start Meter (B & W, Color), Covered Images per unit or Fleet (B & W, Color), Per Image Charge in excess of Covered Images (B & W, Color), Base Charge per unit or Fleet, Alternate Meter Method\*. Rows include equipment details for IRADV4251 models at various locations like Oak Park Elementary School and Abraham Lincoln School.

Carry forward to Face side of Agreement Subtotal Included

BY YOUR SIGNATURE BELOW, YOU REQUEST THAT CBS PROVIDE SERVICE ON THE EQUIPMENT LISTED ABOVE IN ACCORDANCE WITH ALL OF THE TERMS AND CONDITIONS OF THE ABOVE REFERENCED AGREEMENT. THIS ADDENDUM SHALL BECOME EFFECTIVE AS PROVIDED IN PARAGRAPH 9 OF THE ADDITIONAL TERMS AND CONDITIONS OF THE REFERENCED AGREEMENT. EXCEPT AS PROVIDED HEREIN, THE ABOVE REFERENCED AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer's Authorized Signature
Printed Name Title Date





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(800) 613-2228

MAINTENANCE AGREEMENT
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Address: 970 W MADISON ST
City: Oak Park County: COOK
State: IL Zip: 60302-4430 Phone #: 708.524.3015
Contact: Michael Arensdorff Fax #:
Email: marendorff@op97.org
For each unit of Equipment listed below, specify contact and Equipment location in the relevant spaces allotted for each unit of Equipment.
Meter Read Collection Options
imageWARE Remote unless noted in table below
W = eManage website

Table with columns: Model, Serial #, Start Meter (B & W, Color), Covered Images per unit or Fleet (B & W, Color), Per Image Charge in excess of Covered Images (B & W, Color), Base Charge per unit or Fleet, Alternate Meter Method\*. Contains 10 rows of equipment data for IRADV4251 models with contact and location information.

Carry forward to Face side of Agreement Subtotal Included

BY YOUR SIGNATURE BELOW, YOU REQUEST THAT CBS PROVIDE SERVICE ON THE EQUIPMENT LISTED ABOVE IN ACCORDANCE WITH ALL OF THE TERMS AND CONDITIONS OF THE ABOVE REFERENCED AGREEMENT. THIS ADDENDUM SHALL BECOME EFFECTIVE AS PROVIDED IN PARAGRAPH 9 OF THE ADDITIONAL TERMS AND CONDITIONS OF THE REFERENCED AGREEMENT. EXCEPT AS PROVIDED HEREIN, THE ABOVE REFERENCED AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

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



CANON SOLUTIONS AMERICA

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 One Canon Park, Melville, NY 11747  
 (800) 613-2228

**MAINTENANCE AGREEMENT**

Related Acquisition Agreement # \_\_\_\_\_

Salesperson Robert William Griffin Order Date: \_\_\_ / \_\_\_ / \_\_\_

Customer ("you"):			Customer Account:			Equipment Location:			Customer Account:		
Company: OAK PARK ELEMENTARY SCHOOL DISTRICT 97						Company: OAK PARK ELEMENTARY SCHOOL DISTRICT 97					
Address: 970 W MADISON ST						Address: 970 W MADISON ST					
City: OAK PARK			County: Cook			City: OAK PARK			County: Cook		
State: IL		Zip: 60302-4430		Phone #: 708.524.3015		State: IL		Zip: 60302-4430		Phone #: 708.524.3015	
Contact: Michael Arensdorff				Fax #:		Contact: Michael Arensdorff				Fax #:	
Email: marensdorff@op97.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.					

<b>Maintenance Billing Entity</b>			<b>PO Required</b>			<b>Meter Read Collection Options</b>		
Base Charge: <input checked="" type="checkbox"/> CSA <input type="checkbox"/> Canon Financial Services, Inc. ("CFS")			<input type="checkbox"/> Yes <input type="checkbox"/> No			imageWARE Remote unless noted in table below*		
Per Image Charge: <input checked="" type="checkbox"/> CSA <input type="checkbox"/> Canon Financial Services, Inc. ("CFS")			PO#			W = eManage website		
<b>Base Charge Billing Cycle</b>			<b>Initial Term</b>			<b>Coverage Plan</b>		
<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.		
<b>Excess Per Image* Charge Billing Cycle</b>			<b>Price Plan</b>			<b>Consumables Inclusive</b>		
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other Annual			<input type="checkbox"/> Standard <input checked="" type="checkbox"/> Fixed			<input checked="" type="checkbox"/> Toner (excludes clear) <input type="checkbox"/> Other _____		

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 Long Sheet			Per Image Charge in excess of Covered Images 6011/7011 Long Sheet			Base Charge per unit or Fleet	Alt Meter Method*
			B & W	Color		B & W	Color			
IPC800			0	150,000		\$.0095	\$.045		\$6,300.00	
Contact: Michael Arensdorff			Phone #: 708.524.3015			Fax #:				
Equipment Location:						Email Address: marensdorff@op97.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		
<b>CUSTOMER SATISFACTION POLICY</b> 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.

X Customer's Authorized Signature \_\_\_\_\_  
 X Printed Name \_\_\_\_\_ X Title \_\_\_\_\_ X Date \_\_\_\_\_

## ADDITIONAL TERMS AND CONDITIONS

# \_\_\_\_\_

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 renewal terms 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 this Agreement during any renewal term 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. 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 CSA's eManage website, you shall complete CSA's registration process governing access to and use of such website. 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 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 providing help-line telephone assistance in operating the Embedded Software and identifying service problems, facilitating contact between you and the developer of the Listed Software to attempt to rectify such problems and 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, including, without limitation, paper, toner, ink, waste containers, fuser oil or staples (except for toner inclusive service to the extent provided in Subparagraph 2(a) above), 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 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 COMMENCED BY YOU AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT AND REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH SUITS ARE BASED, 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 BETWEEN THE PARTIES HERETO, 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

MANAGED PRINT SERVICES AGREEMENT

Canon Solutions America, Inc. ("CSA")
4 Ohio Drive, Lake Success, NY 11042
(800) 613-2228

MPS Consultant Randal Conklin Salesperson Robert William Griffin Order Date: \_\_\_/\_\_\_/\_\_\_

Customer Name ("You"): OAK PARK ELEMENTARY SD 97
Billing Address: 970 W MADISON ST
City: Oak Park County: Cook
State: IL Zip: 60302-4430 Phone #: 708.524.3015
Contact: Michael Arensdorff Fax #:
Email: marensdorff@op97.org

Initial Term: 60 months
Requested Start Date: \_\_\_/\_\_\_/\_\_\_ (no sooner than 10 days after contract order date and completion of Schedule A, Schedule A-MICR or B an submission of a printed configuration page for each printer)
Do you require a P.O. for payment? Yes \_\_\_ No \_\_\_
Is there a statement of Work ("SOW") covering additional services? Yes \_\_\_ No \_\_\_
Note: Charges for additional services are billed separately.

The Printers covered under this Agreement are listed on Schedule A, Schedule A-MICR, and/or Schedule B.

The initial price for Equipment listed on Schedule A and/or Schedule B is as follows

Table with 5 columns: Estimated Quarterly Print Volume (B & W, Color), Quarterly Base Charge, Per Image Charge (B & W, Color), Toner Type (OEM, 3rd Party). Values: \$0, \$0.

The initial price for Equipment listed on Schedule A-MICR is as follows

Table with 5 columns: Estimated Quarterly Print Volume (B & W, Color), Quarterly Base Charge, Per Image Charge (B & W, Color), Toner Type (OEM, 3rd Party). Values: \$0.03237, \$0.

TERMS AND CONDITIONS

- 1. TERM. The Managed Print Services ("MPS") shall begin on the Start Date and continue for the initial term specified above.
2. CHARGES. Base charges shall be billed in advance and per image charges shall be billed in arrears on a quarterly basis.
3. PRIOR ASSESSMENT. Under a prior agreement, CSA has performed a network and system discovery analysis of your IT environment.
4. COVERED PRINTERS. This agreement is intended to provide services for your entire fleet of printers however certain models of printers may not be eligible for services under this contract due to age, geographic location or other reasons determined by CSA.
5. YOUR RESPONSIBILITIES. As a condition precedent to CSA's duties:
(a) The Printers shall be in good working condition on the Start Date (as determined solely by CSA in its reasonable discretion).
(b) You shall provide CSA with an accurate location and printed configuration page for each printer placed under this Agreement.
(c) You shall use only CSA-approved parts and supplies for the Printers.
(d) You shall have proper electrical and network connections and install and use CSA approved surge protector(s) where appropriate.
(e) You shall provide a Key Operator responsible for designated duties in the operator's manual and insure that the proper supplies are being installed and/or used correctly with the Printers.
(f) You are solely responsible for security of your electronic and other data.
(g) You must install and keep the DCA installed on your network for networked devices and locally for non-networked devices throughout the Term of this Agreement.
(h) You agree that CSA may use estimated meter readings if it does not receive timely meter reading on any Printers covered by this Agreement.
(i) You shall utilize the CSA ordering procedures for adding or deleting printers and ordering Toner Cartridges.
(j) You shall provide timely meter readings for any printer not connected to the DCA for any reason.

SEE PAGE 2 FOR ADDITIONAL TERMS AND CONDITIONS

Subject to the terms and conditions of this Agreement and any listed Statement of Work above, CSA agrees to provide (i) Managed Print Services for the Printers listed in Schedule A, Schedule A-MICR and if applicable, (ii) toner cartridges for the Printers listed in Schedule B of this Agreement or in any future Change Order related to this Agreement (the "Printers") at the charges stated herein or therein.

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

Customer's Authorized Signature
Printed Name Title Date





MANAGED PRINT SERVICES AGREEMENT

CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
4 Ohio Drive, Lake Success, NY 11042
(800) 613-2228

MPS Consultant Randal Conklin Salesperson Robert William Griffin Order Date: \_\_\_/\_\_\_/\_\_\_

Customer Name ("You"): OAK PARK ELEMENTARY SD 97
Billing Address: 970 W MADISON ST
City: Oak Park County: Cook
State: IL Zip: 60302-4430 Phone #: 708.524.3015
Contact: Michael Arensdorff Fax #:
Email: marensdorff@op97.org

Initial Term: 60 months
Requested Start Date: \_\_\_/\_\_\_/\_\_\_ (no sooner than 10 days after contract order date and completion of Schedule A, Schedule A-MICR or B an submission of a printed configuration page for each printer)
Do you require a P.O. for payment? Yes \_\_\_ No \_\_\_
Is there a statement of Work ("SOW") covering additional services? Yes \_\_\_ No \_\_\_
Note: Charges for additional services are billed separately.

The Printers covered under this Agreement are listed on Schedule A, Schedule A-MICR, and/or Schedule B.

The initial price for Equipment listed on Schedule A and/or Schedule B is as follows

Table with 5 columns: Estimated Quarterly Print Volume (B & W, Color), Quarterly Base Charge, Per Image Charge (B & W, Color), Toner Type (OEM, 3rd Party). Values: \$0, \$0.

The initial price for Equipment listed on Schedule A-MICR is as follows

Table with 5 columns: Estimated Quarterly Print Volume (B & W, Color), Quarterly Base Charge, Per Image Charge (B & W, Color), Toner Type (OEM, 3rd Party). Values: \$0.05152, \$0.

TERMS AND CONDITIONS

- 1. TERM. The Managed Print Services ("MPS") shall begin on the Start Date and continue for the initial term specified above.
2. CHARGES. Base charges shall be billed in advance and per image charges shall be billed in arrears on a quarterly basis.
3. PRIOR ASSESSMENT. Under a prior agreement, CSA has performed a network and system discovery analysis of your IT environment...
4. COVERED PRINTERS. This agreement is intended to provide services for your entire fleet of printers however certain models of printers may not be eligible...
5. YOUR RESPONSIBILITIES. As a condition precedent to CSA's duties:
(a) The Printers shall be in good working condition on the Start Date...
(b) You shall provide CSA with an accurate location and printed configuration page for each printer placed under this Agreement...
(c) You shall use only CSA-approved parts and supplies for the Printers.
(d) You shall have proper electrical and network connections and install and use CSA approved surge protector(s) where appropriate.
(e) You shall provide a Key Operator responsible for designated duties in the operator's manual and insure that the proper supplies are being installed and/or used correctly with the Printers.
(f) You are solely responsible for security of your electronic and other data.
(g) You must install and keep the DCA installed on your network for networked devices and locally for non-networked devices throughout the Term of this Agreement.
(h) You agree that CSA may use estimated meter readings if it does not receive timely meter reading on any Printers covered by this Agreement.
(i) You shall utilize the CSA ordering procedures for adding or deleting printers and ordering Toner Cartridges.
(j) You shall provide timely meter readings for any printer not connected to the DCA for any reason.

SEE PAGE 2 FOR ADDITIONAL TERMS AND CONDITIONS

Subject to the terms and conditions of this Agreement and any listed Statement of Work above, CSA agrees to provide (i) Managed Print Services for the Printers listed in Schedule A, Schedule A-MICR and if applicable, (ii) toner cartridges for the Printers listed in Schedule B of this Agreement or in any future Change Order related to this Agreement (the "Printers") at the charges stated herein or therein.

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

X Customer's Authorized Signature \_\_\_\_\_

X Printed Name \_\_\_\_\_ X Title \_\_\_\_\_ X Date \_\_\_\_\_

## ADDITIONAL TERMS AND CONDITIONS

These are the additional terms and conditions referred to on page 1 to which they are attached (such page 1, and any addendum(s) hereto, collectively with these terms and conditions, the "Agreement").

### 6. CSA RESPONSIBILITIES

- (a) CSA will tag each Printer initially listed on Schedule A, Schedule A-MICR or Schedule B with a CSA Service tag indicating serial # and CSA contact information.
- (b) Printers listed on Schedule A, A-MICR and B are provided replenishment of Original Equipment Manufacturer ("OEM") or 3<sup>rd</sup> Party manufactured toner cartridges, as indicated on Page 1, for exclusive use with the Printers specified on Schedule A, A-MICR and B. The pricing in this agreement is based upon 5% toner coverage for black & white and 20% for color letter size pages. You agree that CSA may invoice you annually for excess usage in the event your actual toner usage exceeds these assumptions by more than 10%. Excess toner charges shall be computed using the expected print volume ("FPV") minus the actual print volume reported. The EPV = actual number of cartridges shipped x the toner yield per cartridge x 90%. You shall bear all risk of loss, theft or damage to unused toner cartridges provided to you under this Agreement, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement.
- (c) CSA will perform an initial walkthrough of Customer locations covered under this Agreement. Customer shall identify each networked and non-networked device to be covered under this agreement. CSA will deliver, install, configure and test its network Data Collection Agent ("DCA") with your IT staff assistance. CSA will perform a one-time installation of its local DCA to non-networked devices with the assistance of your IT staff however it will be your responsibility to re-install any local DCA if necessary. CSA will provide all technical support, updates and maintenance for the DCA.
- (d) You acknowledge that CSA's ability to deliver the services is dependent upon your full and timely cooperation with CSA, as well as the accuracy and completeness of the information provided by you to CSA. If, during the initial three (3) months of the Term, the assumptions used to develop the pricing and any related Statement of Work is found to be incorrect or misstated, the parties agree to meet and in good faith negotiate equitable changes in the scope of work and associated charges. You agree to follow the detailed operational procedures which are explained in the MDS Customer Expectation Document which you hereby acknowledge receipt of at the time of executing this agreement.

### 7. SERVICES. YOU SHALL RECEIVE THE SERVICES DESCRIBED IN THIS PARAGRAPH 7 ONLY FOR THE EQUIPMENT LISTED ON A SCHEDULE A, SCHEDULE A-MICR, CHANGE ORDER FORM A, OR CHANGE ORDER FORM A-MICR. Such services are subject to the exclusions hereinafter described.

#### 7.1 COVERED SERVICES.

- (a) CSA shall provide all routine preventive maintenance, maintenance kits and emergency service necessary to keep the Printers 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).
- (b) You shall afford CSA full, free and safe access to the Printers to perform on-site service. CSA may terminate its maintenance obligations as to any Printers if you relocate it to a site outside CSA's authorized service territory. If, in CSA's opinion, any Printers cannot be maintained in good working order through CSA's routine maintenance services, CSA shall, at its option, either (i) substitute comparable Printers at your expense or (ii) cancel the balance of any remaining term of this Agreement as to such Printers and refund the unearned portion of any prepaid charges hereunder. Parts replaced or removed by CSA in connection with maintenance services hereunder shall become the property of CSA and you disclaim any interest therein.

**7.2 NON-COVERED SERVICE.** You acknowledge that CSA shall not have obligations related to i) overhauls and/or reconditioning of printers; ii) printer user errors; (iii) the alteration, modification or customization of any software controlling, used by, installed on or embedded in the Printers; (iv) the service or repair of devices, accessories, power, data or communication lines or other instruments which are external to or otherwise not a component part of the Printers; (v) data erasure or hard drive removal or (vi) supplying external communications or data transfer lines, paper or other throughput, staples, cassettes, exit trays or other like items or supplies (other than toner cartridges as defined in section 3) used or consumed in the normal operations of the Printers ("Excluded Items"). 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 other than toner, (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Printers; 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; transportation of the Printers; accident; use of the Printers with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) re-installation or relocation of Printers; (d) repairs to or realignment of Printers, and related training, necessitated by changes you made to your system configuration or network environment; (e) repairs or service required as a result of inadequate operation of the Printers (e.g., CSA technician is dispatched to rectify a problem described in the operator manual); (f) work which you request to be performed outside of CSA's regular business hours.

**8. LIMITED WARRANTY.** CSA's services shall be performed in a good and workmanlike manner consistent with generally prevailing industry practices, and all parts and materials provided by CSA shall be free from defects in materials or workmanship, for a period of thirty days after the date of installation. This limited warranty excludes normal wear and tear on parts or components thereof and Printer problems arising from or related to Excluded Items, misuse, abuse, neglect, accident or improper maintenance (other than services performed by CSA) and shall be null and void if you or any third party alters or modifies the Printers in any manner after CSA repairs or services the Printers.

**9. DATA.** You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data during normal operation of the Equipment ("Data") and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of 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, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, prior to return or other disposition of the Equipment, utilize the Hard Disk Drive (HDD) (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the

Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an available 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) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data or (c) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 9 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 should be construed to apply to Data.

**10. 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 PRINTERS 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 PRINTERS, SOFTWARE (OR METER COLLECTION METHODS), CSA SHALL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE PRINTERS OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS OR CORRUPTION OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR OTHER INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRINTERS, SOFTWARE OR METER COLLECTION METHODS, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**11. 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 terminate this Agreement upon your default with thirty (30) days notice to you. 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 the remaining base charges for the balance of the term (not to exceed a period of 6 months). You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

**12. TERMINATION.** Either party may terminate this Agreement, with or without cause, by providing thirty (30) days written notice to the other party. CSA may also terminate this Agreement upon five (5) days written notice in the event of your failure to pay compensation due hereunder. Should you terminate this Agreement prior to the expiration of the Term other than for a material, uncured breach by CSA, you shall immediately pay to CSA an early termination fee equal to the average monthly billing to date and any excess toner charges per Section 6(b). Early termination charges are due in full immediately with the written termination notice, and are intended as a reasonable estimate of the anticipated damages to CSA arising from set-up, personnel training and similar costs. Your termination will not be effective until the early termination fee and any excess toner charges are paid in full. Any rights or remedies of either party existing prior to or as of the date of termination, such as for compensation, shall survive any termination or expiration of this Agreement. You shall promptly return, or permit CSA to remove, any Printers, parts, software or supplies owned, controlled or licensed by CSA.

**13. CHOICE OF LAW AND FORUM.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THE PARTIES 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 COMMENCED BY CLIENT AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT AND REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH SUITS ARE BASED, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. ANY SUIT BETWEEN THE PARTIES HERETO, 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.

**14. MISCELLANEOUS.** This Agreement shall be binding upon you when you sign this Agreement, and shall be binding upon CSA upon commencement of the covered services. CSA is and shall at all times be an independent contractor and shall not be deemed an employee or agent of you. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties. This Agreement and the attached exhibits contain the complete agreement between the parties and shall, as of the Effective Date hereof, supersede all other 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 representation as are specifically set forth herein. No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties. All provisions of this Agreement including Section 9, 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. 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. Headings are for convenience only and shall not be considered in the interpretation 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.



Total # of Printers on Schedule A

2

**MPS Schedule A MICR - Initial Listing of Covered Components**

Customer Name **Oak Park Elementary School District 97**

Order Date: \_\_\_\_\_

/ ----- Starting Meters ----- /

#	SERIAL NUMBER	NETWORKED Y/N	MAKE	MODEL	ITEM CODE	ALTERNATE METER METHOD	TOTAL	B/W	COLOR	ESTIMATED ASSESSMENT VOLUME	
1	CNGXD29011	YES	HP	LJ 4250 n MICR	2296V673	eManage	946	946	0		
	RM/STE/FLR/DEPT	ADDRESS		CITY	STATE	ZIP CODE	CONTACT NAME	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS	SERVICING DEALER
		970 W MADISON ST		Oak Park	IL	60302-4430	Michael Arensdorff	708.524.3015		marensdorff@op97.org	3rd Party
2	VNBCC7G0Z6	YES	HP	LJ P3015 dn MICR	1906V329	eManage	4,147	4,147	0		
	RM/STE/FLR/DEPT	ADDRESS		CITY	STATE	ZIP CODE	CONTACT NAME	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS	SERVICING DEALER
		970 W MADISON ST		Oak Park	IL	60302-4430	Michael Arensdorff	708.524.3015		marensdorff@op97.org	3rd Party



# MAINTENANCE AGREEMENT ADDENDUM

CANON SOLUTIONS AMERICA

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

Related Contract Date:	Related Contract Number:	Related Acquisition Agreement Number: <b>S0527328</b>	
Customer: <b>Oak Park Elementary School District 97</b>			
Street Address: <b>970 W. Madison St.</b>		City : <b>Oak Park</b>	State: Zip: <b>IL 60302</b>
Equipment Description: <b>(8) - iR ADV 6575i; (32) - iR ADV 4251; (10) - iR ADV C350iF; (3) - iR ADV C5350; (14) - iR 1435iF</b>		Term: <b>60 Months</b>	

WHEREAS, Canon Solutions America, Inc. ("CSA"), and the above-described Customer ("you") have determined that it is in their mutual benefit to enter into this Maintenance Agreement Addendum ("Addendum") to the above-described Maintenance Agreement ("Agreement"). All capitalized terms used below that are not defined in this Addendum shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

1. Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Agreement shall be modified as follows:
  - a. Paragraph 3. Covered Services. Covered Services shall be delivered in accordance with the Service Level Agreement (Fleet) attached hereto.
2. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.
3. In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the date set forth below.

**Canon Solutions America, Inc.**

**Oak Park Elementary School District 97**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

X By: \_\_\_\_\_

X Name: \_\_\_\_\_

X Title: \_\_\_\_\_

X Date: \_\_\_\_\_





**Canon Solutions America, Inc. Oak Park Elementary School District 97**  
**Service Level Agreement (Fleet) Provisions within CSA's Service Territory for the Continental United States**

<b>FLEET</b>			
	<b>Response time (Problem Resolution) -- Fleet</b>	<b>Uptime (Device Availability) -- Fleet</b>	<b>Help Desk Support</b>
<b>Description</b>	CSA will commit to a fleet average response of 4 hours, over 4 fixed quarterly intervals per year, for devices within CSA's Servicing Territory.	CSA will commit to a fleet average uptime of 95% over the 4 fixed quarterly intervals per year, for devices within CSA's Servicing Territory. (Excludes devices with rated speeds of 105ppm or greater)	
<b>Device Models this measurement applies to:</b>	All Multi-Function devices - B/W & Color	B/W units with rated speeds below 105 pages per minute and business color units (imageRUNNER Color units are included in this classification).	All Multi-Function devices - B/W & Color
<b>Measurement</b>	Response time, as noted above, shall be calculated from the time the customer call is placed with our Dispatch department, until the time the Technician arrives at the individual location. Response times are calculated between 8:30am and 5:00pm, Monday through Friday, excluding CSA holidays. For the individual location which has multiple machines and active service calls, the Technician's arrival shall stop the response time calculation for all open service calls at that location.	Downtime is calculated from the time a service call is placed with our Dispatch department until the time the Technician completes the repair. Uptime criteria is calculated between 8:30am and 5:00pm, Monday through Friday, excluding CSA holidays, and exceptions outlined below. Uptime requirements will not include preventative maintenance service calls, calls which could have been prevented by key operator functions outlined in unit's operation manual, calls created by user mishandling, units which are running outside the manufacturer's optimum performance volume, or units which need to be over-hauled as a result of reaching useful life, in the opinion of our Service department.	To be provided 8:30AM EST to 5:30PM PST Monday through Friday excluding national legal holidays.
<b>Frequency</b>	Quarterly	Quarterly	As needed
<b>Service Level Measurement</b>	Average of 4 hour response	95% uptime over 4 fixed quarterly intervals	Not applicable
<b>Liquidated Damages for non-compliance</b>	Failure to meet the above commitment will result in the following reduction in charges, i. If CSA does not meet a four (4) hour average response time and/or maintain its uptime commitment(s) for the quarterly period for the total aggregate machine population, a 5% reduction for all covered and excess per image charges on the effected device(s) for the quarter will be credited to your account in the subsequent quarter. ii. All reductions in charges shall be requested by you in writing within 30 days after the quarter end and will be credited to your account in the subsequent quarter, provided that you are in compliance with the terms and conditions of this Agreement, including but not limited to your payment obligations to CSA pursuant to this Agreement. iii. Such credits, which shall be applied by CSA upon your written request, shall be your sole and exclusive remedy for any failure by CSA to obtain the above response or uptime commitments. The maximum credit with respect to any particular machine's fixed maintenance and click charges in any quarter shall be 5%, even if both uptime and response time maximums were exceeded for such machine during the same interval.		Not applicable





# MAINTENANCE AGREEMENT ADDENDUM

CANON SOLUTIONS AMERICA

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

Related Contract Date:	Related Contract Number:	Related Acquisition Agreement Number: <b>S0527328</b>	
Customer: <b>Oak Park Elementary School District 97</b>			
Street Address: <b>970 W. Madison St.</b>		City: <b>Oak Park</b>	State: <b>IL</b>
			Zip: <b>60302</b>
Equipment Description: <b>(8) - iR ADV 6575i; (32) - iR ADV 4251; (10) - iR ADV C350iF; (3) - iR ADV C5350; (14) - iR 1435iF</b>			Term: <b>60 Months</b>

WHEREAS, Canon Solutions America, Inc. ("CSA"), and the above-described Customer ("you") have determined that it is in their mutual benefit to enter into this Maintenance Agreement Addendum ("Addendum") to the above-described Maintenance Agreement ("Agreement"). All capitalized terms used below that are not defined in this Addendum shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

1. Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Agreement shall be modified as follows:

a. Paragraph 2. CHARGES. Insert at the end of existing text:  
"Notwithstanding anything in the Agreement to the contrary, throughout the term of the Agreement, you may, on each annual anniversary, adjust your volume commitment up to ten percent (10%) from the immediately preceding year. Such adjustments to your volume commitment shall result in a corresponding change in the base charge by the same percentage as the requested adjustment.

(i) In order to exercise this option, you shall notify CSA in writing, 30 days prior to the anniversary date of commencement of the next annual period, of your intent to adjust the committed volume for the balance of the term. Volume commitments are not retroactive.

(ii) All written notices shall be sent to:  
Doug Reuter  
Regional Sales Sr. Director  
425 N. Martingale Rd  
Schaumburg, IL 60173

Catherine Mironov  
Manager, Contracts National  
300 Commerce Square Blvd  
Burlington, NJ 08016"



b. Paragraph 3. COVERED SERVICES. Covered Services shall be delivered in accordance with the Service Level Agreement (Fleet) attached hereto.

2. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

3. In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the date set forth below.

**Canon Solutions America, Inc.**

**Oak Park Elementary School District 97**

By: \_\_\_\_\_

X By: \_\_\_\_\_

Name: \_\_\_\_\_

X Name: \_\_\_\_\_

Title: \_\_\_\_\_

X Title: \_\_\_\_\_

Date: \_\_\_\_\_

X Date: \_\_\_\_\_

**Canon Solutions America, Inc. Oak Park Elementary School District 97**  
**Service Level Agreement (Fleet) Provisions within CSA's Service Territory for the Continental United States**

		<b>FLEET</b>		
	<b>Response time (Problem Resolution) -- Fleet</b>	<b>Uptime (Device Availability) -- Fleet</b>		<b>Help Desk Support</b>
<b>Description</b>	CSA will commit to a fleet average response of 4 hours, over 4 fixed quarterly intervals per year, for devices within CSA's Servicing Territory.	CSA will commit to a fleet average uptime of 95% over the 4 fixed quarterly intervals per year, for devices within CSA's Servicing Territory. (Excludes devices with rated speeds of 105ppm or greater)		
<b>Device Models this measurement applies to:</b>	All Multi-Function devices - B/W & Color	B/W units with rated speeds below 105 pages per minute and business color units (imageRUNNER Color units are included in this classification).		All Multi-Function devices - B/W & Color
<b>Measurement</b>	Response time, as noted above, shall be calculated from the time the customer call is placed with our Dispatch department, until the time the Technician arrives at the individual location. Response times are calculated between 8:30am and 5:00pm, Monday through Friday, excluding CSA holidays. For the individual location which has multiple machines and active service calls, the Technician's arrival shall stop the response time calculation for all open service calls at that location.	Downtime is calculated from the time a service call is placed with our Dispatch department until the time the Technician completes the repair. Uptime criteria is calculated between 8:30am and 5:00pm, Monday through Friday, excluding CSA holidays, and exceptions outlined below. Uptime requirements will not include preventative maintenance service calls, calls which could have been prevented by key operator functions outlined in unit's operation manual, calls created by user mishandling, units which are running outside the manufacturer's optimum performance volume, or units which need to be over-hauled as a result of reaching useful life, in the opinion of our Service department.		To be provided 8:30AM EST to 5:30PM PST Monday through Friday excluding national legal holidays.
<b>Frequency</b>	Quarterly	Quarterly		As needed
<b>Service Level Measurement</b>	Average of 4 hour response	95% uptime over 4 fixed quarterly intervals		Not applicable
<b>Liquidated Damages for non-compliance</b>	Failure to meet the above commitment will result in the following reduction in charges, i. If CSA does not meet a four (4) hour average response time and/or maintain its uptime commitment(s) for the quarterly period for the total aggregate machine population, a 5% reduction for all covered and excess per image charges on the effected device(s) for the quarter will be credited to your account in the subsequent quarter. ii. All reductions in charges shall be requested by you in writing within 30 days after the quarter end and will be credited to your account in the subsequent quarter, provided that you are in compliance with the terms and conditions of this Agreement, including but not limited to your payment obligations to CSA pursuant to this Agreement. iii. Such credits, which shall be applied by CSA upon your written request, shall be your sole and exclusive remedy for any failure by CSA to obtain the above response or uptime commitments. The maximum credit with respect to any particular machine's fixed maintenance and click charges in any quarter shall be 5%, even if both uptime and response time maximums were exceeded for such machine during the same interval.			Not applicable

  
 Approved Bus Ops  
 B. Bilig



# MAINTENANCE AGREEMENT ADDENDUM

CANON SOLUTIONS AMERICA

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

Related Contract Date:	Related Contract Number:	Related Acquisition Agreement Number: <b>S0526276 and S0527328</b>	
Customer: <b>Oak Park Elementary School District 97</b>			
Street Address: <b>970 W. Madison St.</b>		City : <b>Oak Park</b>	State: Zip: <b>IL 60302</b>
Equipment Description: <b>(2) – VarioPrint 6160, (1) – imagePRESS C800</b>		Term: <b>60 Months</b>	

WHEREAS, Canon Solutions America, Inc. ("CSA"), and the above-described Customer ("you") have determined that it is in their mutual benefit to enter into this Maintenance Agreement Addendum ("Addendum") to the above-described Maintenance Agreement ("Agreement"). All capitalized terms used below that are not defined in this Addendum shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

1. Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Agreement shall be modified as follows:
  - a. Paragraph 3. Covered Services. Covered Services shall be delivered in accordance with the Service Level Agreement (Print Shop) attached hereto.
2. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.
3. In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the date set forth below.

**Canon Solutions America, Inc.**

**Oak Park Elementary School District 97**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

X By: \_\_\_\_\_  
 X Name: \_\_\_\_\_  
 X Title: \_\_\_\_\_  
 X Date: \_\_\_\_\_





**Canon Solutions America, Inc. Oak Park Elementary School District 97  
Service Level Agreement (Print Shop) Provisions within CSA's Service Territory for the Continental United States**

	<b>Print Shop</b>		
	<b>Response time (Problem Resolution) - (2) - VP6160; (1) IPC C800</b>	<b>Uptime (Device Availability) - (2) VP6160; (1) IPC C800</b>	<b>Help Desk Support</b>
<b>Description</b>	CSA will commit to a fleet average response of 2 hours, over 4 fixed quarterly intervals per year, for devices within CSA's Servicing Territory.	CSA will commit to a fleet average uptime of 95% over the 4 fixed quarterly intervals per year, for devices within CSA's Servicing Territory. (Excludes devices with rated speeds of 105ppm or greater)	
<b>Device Models this measurement applies to:</b>	All Multi-Function devices - B/W & Color	B/W units with rated speeds below 105 pages per minute and business color units (imageRUNNER Color units are included in this classification).	All Multi-Function devices - B/W & Color
<b>Measurement</b>	Response time, as noted above, shall be calculated from the time the customer call is placed with our Dispatch department, until the time the Technician arrives at the individual location. Response times are calculated between 8:30am and 5:00pm, Monday through Friday, excluding CSA holidays. For the individual location which has multiple machines and active service calls, the Technician's arrival shall stop the response time calculation for all open service calls at that location.	Downtime is calculated from the time a service call is placed with our Dispatch department until the time the Technician completes the repair. Uptime criteria is calculated between 8:30am and 5:00pm, Monday through Friday, excluding CSA holidays, and exceptions outlined below. Uptime requirements will not include preventative maintenance service calls, calls which could have been prevented by key operator functions outlined in unit's operation manual, calls created by user mishandling, units which are running outside the manufacturer's optimum performance volume, or units which need to be over-hauled as a result of reaching useful life, in the opinion of our Service department.	To be provided 8:30AM EST to 5:30PM PST Monday through Friday excluding national legal holidays.
<b>Frequency</b>	Quarterly	Quarterly	As needed
<b>Service Level Measurement</b>	Average of 2 hour response	95% uptime over 4 fixed quarterly intervals	Not applicable
<b>Liquidated Damages for non-compliance</b>	Failure to meet the above commitment will result in the following reduction in charges, i. If CSA does not meet a four (4) hour average response time and/or maintain its uptime commitment(s) for the quarterly period for the total aggregate machine population, a 5% reduction for all covered and excess per image charges on the effected device(s) for the quarter will be credited to your account in the subsequent quarter. ii. All reductions in charges shall be requested by you in writing within 30 days after the quarter end and will be credited to your account in the subsequent quarter, provided that you are in compliance with the terms and conditions of this Agreement, including but not limited to your payment obligations to CSA pursuant to this Agreement. iii. Such credits, which shall be applied by CSA upon your written request, shall be your sole and exclusive remedy for any failure by CSA to obtain the above response or uptime commitments. The maximum credit with respect to any particular machine's fixed maintenance and click charges in any quarter shall be 5%, even if both uptime and response time maximums were exceeded for such machine during the same interval.		Not applicable

Approved Bus Ops  




**MAINTENANCE AGREEMENT ADDENDUM**

CANON SOLUTIONS AMERICA

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

Related Contract Date:	Related Contract Number:	Related Acquisition Agreement Number: <b>S0526276 and S0527328</b>		
Customer: <b>Oak Park Elementary School District 97</b>				
Street Address: <b>970 W. Madison St.</b>		City : <b>Oak Park</b>	State: <b>IL</b>	Zip: <b>60302</b>
Equipment Description: <b>(2) – VarioPrint 6160, (1) – imagePRESS C800</b>			Term: <b>60 Months</b>	

WHEREAS, Canon Solutions America, Inc. ("CSA"), and the above-described Customer ("you") have determined that it is in their mutual benefit to enter into this Maintenance Agreement Addendum ("Addendum") to the above-described Maintenance Agreement ("Agreement"). All capitalized terms used below that are not defined in this Addendum shall have the meanings set forth in the Agreement.

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"Notwithstanding anything in the Agreement to the contrary, throughout the term of the Agreement, you may, on each annual anniversary, adjust your volume commitment up to ten percent (10%) from the immediately preceding year. Such adjustments to your volume commitment shall result in a corresponding change in the base charge by the same percentage as the requested adjustment.

(i) In order to exercise this option, you shall notify CSA in writing, 30 days prior to the anniversary date of commencement of the next annual period, of your intent to adjust the committed volume for the balance of the term. Volume commitments are not retroactive.

(ii) All written notices shall be sent to:  
Doug Reuter  
Regional Sales Sr. Director  
425 N. Martingale Rd  
Schaumburg, IL 60173

Catherine Mironov  
Manager, Contracts National  
300 Commerce Square Blvd  
Burlington, NJ 08016"

b. Paragraph 3. COVERED SERVICES. Covered Services shall be delivered in accordance with the Service Level Agreement (Print Shop) attached hereto.

2. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

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IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the date set forth below.

**Canon Solutions America, Inc.**

**Oak Park Elementary School District 97**

By: \_\_\_\_\_

X By: \_\_\_\_\_

Name: \_\_\_\_\_

X Name: \_\_\_\_\_

Title: \_\_\_\_\_

X Title: \_\_\_\_\_

Date: \_\_\_\_\_

X Date: \_\_\_\_\_



**Canon Solutions America, Inc. Oak Park Elementary School District 97  
Service Level Agreement (Print Shop) Provisions within CSA's Service Territory for the Continental United States**

	<b>Print Shop</b>		
	<b>Response time (Problem Resolution) - (2) - VP6160; (1) IPC C800</b>	<b>Uptime (Device Availability) - (2) VP6160; (1) IPC C800</b>	<b>Help Desk Support</b>
<b>Description</b>	CSA will commit to a fleet average response of 2 hours, over 4 fixed quarterly intervals per year, for devices within CSA's Servicing Territory.	CSA will commit to a fleet average uptime of 95% over the 4 fixed quarterly intervals per year, for devices within CSA's Servicing Territory. (Excludes devices with rated speeds of 105ppm or greater)	
<b>Device Models this measurement applies to:</b>	All Multi-Function devices - B/W & Color	B/W units with rated speeds below 105 pages per minute and business color units (imageRUNNER Color units are included in this classification).	All Multi-Function devices - B/W & Color
<b>Measurement</b>	Response time, as noted above, shall be calculated from the time the customer call is placed with our Dispatch department, until the time the Technician arrives at the individual location. Response times are calculated between 8:30am and 5:00pm, Monday through Friday, excluding CSA holidays. For the individual location which has multiple machines and active service calls, the Technician's arrival shall stop the response time calculation for all open service calls at that location.	Downtime is calculated from the time a service call is placed with our Dispatch department until the time the Technician completes the repair. Uptime criteria is calculated between 8:30am and 5:00pm, Monday through Friday, excluding CSA holidays, and exceptions outlined below. Uptime requirements will not include preventative maintenance service calls, calls which could have been prevented by key operator functions outlined in unit's operation manual, calls created by user mishandling, units which are running outside the manufacturer's optimum performance volume, or units which need to be over-hauled as a result of reaching useful life, in the opinion of our Service department.	To be provided 8:30AM EST to 5:30PM PST Monday through Friday excluding national legal holidays.
<b>Frequency</b>	Quarterly	Quarterly	As needed
<b>Service Level Measurement</b>	Average of 2 hour response	95% uptime over 4 fixed quarterly intervals	Not applicable
<b>Liquidated Damages for non-compliance</b>	Failure to meet the above commitment will result in the following reduction in charges, i. If CSA does not meet a four (4) hour average response time and/or maintain its uptime commitment(s) for the quarterly period for the total aggregate machine population, a 5% reduction for all covered and excess per image charges on the effected device(s) for the quarter will be credited to your account in the subsequent quarter. ii. All reductions in charges shall be requested by you in writing within 30 days after the quarter end and will be credited to your account in the subsequent quarter, provided that you are in compliance with the terms and conditions of this Agreement, including but not limited to your payment obligations to CSA pursuant to this Agreement. iii. Such credits, which shall be applied by CSA upon your written request, shall be your sole and exclusive remedy for any failure by CSA to obtain the above response or uptime commitments. The maximum credit with respect to any particular machine's fixed maintenance and click charges in any quarter shall be 5%, even if both uptime and response time maximums were exceeded for such machine during the same interval.		Not applicable





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 #
S0528694.06 (the "AGREEMENT")

Customer ("You"): Customer Account:
Company: Oak Park Elementary School District 97
Address: 970 W MADISON ST
City: Oak Park County: COOK
State: IL Zip: 60302-4430 Phone #: 708.524.3015
Email: marensdorff@op97.org

Buy-out Reimbursement
\$ 27,513.00 to be paid under the circumstances described in
Section 1 below.
Payable to: [X] You [ ] Canon Financial Services, Inc.
Reason for check issuance: COTG buyout

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
[X] You will return the equipment to the leasing company according to the terms
and conditions of your lease agreement. (COTG Return)
[ ] CSA will return the equipment to the leasing company per Section 2 below.
[X] You will retain the equipment. If so, will the equipment remain under a CSA
Maintenance Agreement? Yes [X] No [ ] (VP6160 sr# 600101003)
[ ] 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
#

Return Authorization
Please select one:
[X] 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: [X] 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:
[X] 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:

Table with 9 columns: Return Code, Item Code, Description, Serial #, Meter Reading, Equipment location, if different than above, Contact Name & Phone, Email, Alt Pick Up Date. Contains 3 rows of equipment data.

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.
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.
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").

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.

[X] Customer's Authorized Signature
[X] Printed Name [X] Title [X] Date





CANON SOLUTIONS AMERICA

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

**ADDENDUM TO ADD ADDITIONAL EQUIPMENT TO THE  
 LEASE UPGRADE, TRADE-IN, RETURN OR BUY-OUT  
 REIMBURSEMENT ADDENDUM TO ACQUISITION  
 AGREEMENT # S0528694.06 (the "Agreement")**

Salesperson Robert William Griffin Order Date: 3 / 11 / 2016

<b>Customer ("you"):</b>			
Company: Oak Park Elementary School District 97		Contact: Michael Arensdorff	
Address: 970 W MADISON ST		Phone: 708.524.3015	Fax:
City: Oak Park	State: IL	Zip: 60302-4430	E-Mail:

**PLEASE PRINT**

Equipment, Supplies and Licenses of Application Software with listed third party support contracts and Ship To locations and contracts:								
Return Code	Item Code	Description	Serial #	Meter Reading	Equipment location, if different than above	Contact Name & Phone	Email	Alt. Pick-Up Date
TRD		IVANCE 6055/6065	htt20154	999999	970 MADISON ST DISTRICT OFFICE OAK PARK IL 60302-4430			
TRD		IVANCE 6055/6065	htt20595	999999	970 MADISON ST DISTRICT OFFICE OAK PARK IL 60302-4430			
TRD		IVANCE 6055/6065	htt20481	999999	970 MADISON ST DISTRICT OFFICE OAK PARK IL 60302-4430			
TRD		IVANCE 6055/6065	htt19620	999999	970 MADISON ST DISTRICT OFFICE OAK PARK IL 60302-4430			
TRD		IVANCE 6055/6065	htt20125	999999	970 MADISON ST DISTRICT OFFICE OAK PARK IL 60302-4430			
TRD		IVANCE 6055/6065	htt20125	999999	970 MADISON ST DISTRICT OFFICE OAK PARK IL 60302-4430			
TRD		IVANCE 6055/6065	htt19716	999999	970 MADISON ST DISTRICT OFFICE OAK PARK IL 60302-4430			
TRD		IVANCE 6055/6065	htt20359	999999	970 MADISON ST DISTRICT OFFICE OAK PARK IL 60302-4430			
TRD		IVANCE 6055/6065	htt19785	999999	970 MADISON ST DISTRICT OFFICE OAK PARK IL 60302-4430			
TRD		IVANCE 6055/6065	htt19589	999999	970 MADISON ST DISTRICT OFFICE OAK PARK IL 60302-4430			
UGTK		Canon Other	600101003	15000000	970 MADISON ST DISTRICT OFFICE OAK PARK IL 60302-4430			

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

Customer's Initials \_\_\_\_\_ Date \_\_\_\_\_



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 #
S0528694.06 (the "AGREEMENT")

Customer ("You"): Customer Account:
Company: Oak Park Elementary School District 97
Address: 970 W MADISON ST
City: Oak Park County: COOK
State: IL Zip: 60302-4430 Phone #: 708.524.3015
Email: marendsorf@op97.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 200-5020365

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: \_\_\_\_\_

Table with 9 columns: Return Code, Item Code, Description, Serial #, Meter Reading, Equipment location, if different than above, Contact Name & Phone, Email, Alt. Pick Up Date. Row 1: UGTK, VarioPrint6160, 700110987, 9000000.

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.

X Customer's Authorized Signature \_\_\_\_\_
X Printed Name \_\_\_\_\_ X Title \_\_\_\_\_ X Date \_\_\_\_\_



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")  
The successor by merger to Océ Imagic Inc.  
One Canon Park, Melville, NY 11747  
(800) 613-2228

**RENTAL RETURN AUTHORIZATION TO AGREEMENT** Dated S0528694  
(the "AGREEMENT")

Page 1 of 1

Sales Representative Name \_\_\_\_\_ Order date \_\_\_\_\_

<b>Customer ("You"):</b>		
Company: Oak Park Elementary School Dist 97		
Address: 970 W. Madison St		
City: Oak Park		County: Cook
State: IL	Zip: 60302	Phone #: 708.524.3015
Email: Marendorff@op97.org		
Contact Name: Michael Arensdorff		
Phone # 708.524.3015		

<b>Rental Pick-up Acknowledgement</b>
<input checked="" type="checkbox"/> CSA will pick up the rental equipment, and you agree to pay the Buy-out, Upgrade or termination fees set forth below
and/or
<input type="checkbox"/> You will purchase and retain the rental equipment for the Buy-out amount set forth below. If so, will the equipment be covered under a CSA Maintenance Agreement? Yes <input type="checkbox"/> No <input type="checkbox"/>
(Separate CSA Maintenance Agreement required)

Item Code	Description	Serial #	Final Total Meter Read	Final B/W Meter Read	Buy-out, Upgrade or Termination	Buy-out, Upgrade or Pick-up Amount	Equipment location, If different than above	Contact Name & Phone Number	Email
	IRADV6055	HTT20592				\$			
	IRADV6055	HTT19583				\$			
	IRADV6055	HTT20476				\$			
	IRADV6055	HTT20154				\$			
	IRADV6055	HTT20595				\$			
	IRADV6055	HTT20481				\$			
	IRADV6055	HTT19620				\$			
	IRADV6055	HTT20125				\$			
	IRADV6055	HTT19716				\$			
	IRADV6055	HTT20359				\$			
	IRADV6055	HTT19785				\$			
	IRADV6055	HTT19589				\$			
<b>Total Buyout, Upgrade, Pick-up Amount</b>						<b>\$ INCLUDED</b>			

You acknowledge and agree to the following:

- 1. IF A BUY-OUT IS NOTED ABOVE:** Title to such Equipment listed above is transferred to you on an "AS IS" "WHERE IS" basis, without warranty of any kind except that CSA warrants that such title shall be free and clear of lien created by or through CSA, and upon such conveyance shall no longer be deemed to be "Equipment" provided by CSA under your Agreement.
- 2. FEES:** To pay the Buy-out, Upgrade and Pick-up fees set forth above, plus applicable taxes
- 3. DATA.** 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.
- 4.** The terms of this Return Authorization ("RA") shall control over the terms of the Agreement. The person signing below is authorized to sign on your behalf.

X Customer's Authorized Signature \_\_\_\_\_

X Printed Name \_\_\_\_\_ X Title \_\_\_\_\_ X Date \_\_\_\_\_