



(ATTACHMENT 7) Request to Waive Administrative Policy 3.09(9)(e)

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

Master Sales & Services Agreement
Customer Information Face Page

CR064968
C032441
V008483

MA24477

Salesperson: George Boyd Caird Order Date: 2/1/2024

Customer ("you"):

Company: MILWAUKEE PUBLIC SCHOOLS
DBA:
Address: 5225 W Vliet St
City: Milwaukee County: MILWAUKEE
State: WI Zip: 53208 Phone #: 414-475-8506
Contact: Chris Mahsem
Email: mahsemcf@milwaukee.k12.wi.us

Applicable Terms and Conditions Customer Organizational Information

TERMS AND CONDITIONS ARE AVAILABLE AT:
ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS
The CSA customer terms and conditions located at the above website ("Terms") form part of this Agreement.
By your initials herein and signature below, you understand and acknowledge such Terms and agree to comply with those applicable to each Order Schedule.
Customer Initials
Federal Tax ID Number:
Organization type: State or Local Government
Address for Notices:
Attn: Chris Mahsem
Address: 5225 W Vliet St
Address 2:
City: Milwaukee State: WI Zip: 53208
Email: mahsemcf@milwaukee.k12.wi.us

[Empty signature box]

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE, PURSUANT TO THE TERMS OF RIDER G, OR PURCHASE, AS SPECIFIED IN THIS AGREEMENT, THE ITEMS LISTED IN ANY SCHEDULE, RIDER OR ADDENDA (AS APPROVED BY CSA) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS FACE PAGE, APPLICABLE SCHEDULE(S), RIDER(S) AND SUCH ADDENDA, THE QUOTE, AND THE APPLICABLE TERMS AND CONDITIONS IDENTIFIED ABOVE, ALL OF WHICH IS INCORPORATED HEREIN AND MADE PART OF THIS AGREEMENT.



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

Purchase and Maintenance Schedule (SER-500M)

Order Schedule ("Schedule")

Customer: Milwaukee Public Schools

Salesperson: George Boyd Caird

Agreement #: MA24477

Transaction #: S21043015

Order Date: 2/1/2024

Billing Information Customer Account: 1619597 Company: Milwaukee Public Schools DBA: Address: 5225 W Vilet St Address 2: City: Milwaukee State: WI Zip: 53208 County: MILWAUKEE Contact: Chris Mahsem Phone #: 414-475-8506 Fax #: Email: mahsemcf@milwaukee.k12.wi.us	Transaction Description		Equipment Maintenance Information		
	Maintenance Only		Maintenance included for all Equipment		
	Amounts Due (*Plus Applicable Taxes)		Payment Terms Net 30		Maint Base charge invoiced Monthly by CSA
					Excess Per Image Charge invoiced Monthly by CSA
	Subtotal \$0.00		Other Transaction Details Maintenance Payments to be sent to; Canon Solutions America 300 Commerce Square Blvd Chicago , IL 60693-0149		
	Delivery/Install				
	Sales Tax TBD at invoicing				
	Total \$0.00		Total Extended Maintenance Base Charge		
	Deposit		\$0.00		
	Balance Due \$0.00				

Select applicable MAINTENANCE STATUS	Maint Base Charge This Section	Maint Initial Term	Covered Images Included in Maint Base Charge	Excess Per Image Charge(s)
	\$0.00	63	0	B&W: \$0.01 Color: \$0.04162

Item Code	Listed Items Description	Qty	Unit Price	Total	Ship To & Maintenance Billing Information
5765C013	IMAGEPRESS V900	1	Included	Included	Shipping: 5228 W Vilet St. Business Services RM 57 Delivery Date: ASAP Address 2: City: Milwaukee County: Milwaukee State: WI Zip: 53201-2698 Primary Customer Contact Chris Mahsem Phone #: 414-475-8506 Email: mahsemcf@milwaukee.k12.wi.us Meter Contact: Chris Mahsem Phone #: 414-475-8506 Email: mahsemcf@milwaukee.k12.wi.us IT Contact: Chris Mahsem Phone #: 414-475-8506 Email: mahsemcf@milwaukee.k12.wi.us Billing: Address 2: City: County: State: Zip: Billing Contact: Phone #: Email: Elevator: Yes Loading Dock: Yes # of Steps: 0 Hrs of Operation: 5-Sep Consumables: Toner only (excludes clear) Auto-Toner Fulfillment**
6100C003	PRISMASYNC CONTROLLER V900 SERIES WITH UPRIGHT PANEL SET	1	Included	Included	
6148C025	IMAGEPRESS V900 PRISMASYNC LICENSE ACTIVATION SET	1	Included	Included	
5594C002	BOOKLET FINISHER-AG1	1	Included	Included	
5225C001	BOOKLET TRIMMER-G1	1	Included	Included	
4056V496	MULTI FUNCTION PROFESSIONAL PUNCHER-C1	1	Included	Included	
0259C007	COLOR COIL 44-HOLE PUNCH LTR-B1	1	Included	Included	
5606C002	COLOR IMAGE READER-P1 SET	1	Included	Included	
5214C002	MULTI-DRAWER PAPER DECK-E1	1	Included	Included	
6357B008	SFM7804 TWO-KNIFE SET	1	Included	Included	
3537V028	IMAGEPRESS V900/V800/V700/C710/C810/C910/C750/C850/C700/C800 DELIVER	1	Included	Included	
2743V986	IMAGEPRESS LIGHT/MID PRODUCTION TRAINING BY CLIENT EDUCATION SPE	1	Included	Included	
4234V828	PRODUCTION IMPLEMENTATION SERVICES (FOR V SERIES PRISMASYNC AND	1	Included	Included	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	

Other Invoicing Requirements	
Equipment Billing Entity: Canon Solutions America, Inc.	Tax Exempt (Certificate Required)
Maint PO Ref - Only if Customer Requires	Meter Readings provided via imageWare Remot
FOR CSA USE ONLY:	

THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND APPLICABLE RIDERS ("AGREEMENT"). BY YOUR SIGNATURE BELOW, CUSTOMER AGREES TO PURCHASE OR LEASE THE LISTED ITEMS, AND/OR MAINTENANCE SERVICES AND SUPPORT, AS SPECIFIED, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.

Authorized Signature: _____ Printed Name: Janine Adamczyk Title: Dir, Procurement & Risk Management Date: _____	Authorized Signature: _____ Printed Name: Keith P. Posley, Ed.D. Title: Superintendent of Schools Date: _____	Authorized Signature: _____ Printed Name: Marva Herndon Title: President, Milwaukee Board of School Directors Date: _____
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Return Schedule, Rider B of Agreement

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

Customer: MILWAUKEE PUBLIC SCHOOLS
Agreement #: MA24477

Salesperson: George Boyd Caird
Transaction #: S21043015

Order date: 2/1/2024

Customer ("You") Customer Account: 1619597 Service Requested: Upgrade
Company: MILWAUKEE PUBLIC SCHOOLS
Address: 5225 W Vliet St
City: Milwaukee County: MILWAUKEE
State: WI Zip: 53208 Phone: 414-475-8506
Lease Information (if applicable)
Leasing company name: CFS Lease Number: 001-0300491-003

If "Buyout Reimbursement" is selected above, the following MUST be completed:

\$ To be paid upon delivery / acceptance pursuant to Rider B, Section 1.

Payable to: Reason for check issuance:

If transaction includes a Lease Upgrade or Buyout the following MUST be completed:

Select one:
[] Not Applicable: No Equipment pick up required
[] CSA will pick up the Equipment
[] Return Equipment to CFS
[] Return Equipment to CSA Original Order Date
[] You will return Equipment to leasing company according to the terms and conditions of your lease agreement
[] You will retain the equipment.
Will retained equipment remain under a CSA Maintenance Agreement?
[] No
[] Yes: SELECT ONE: under an Existing Contract [] Or New Contract []

Trade in Equipment Condition:

Equipment for Trade-In, Upgrade, or Return

If transaction includes a Lease return the following MUST be completed:

Table with 8 columns: Return code, Item Code, Description, Serial #, Equipment Location, Contact Name & Phone, Email, Alt pick up date. Row 1: UGTR, 9116B011, IPC8000VP, WBC11508, 5225 W VLIET ST MILWAUKEE WI 53208-2698, CHRIS MAHSEM 414-475-8505, kobzap@milwaukee.k12.wi.us

Pick Up /Return 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: Email:

Hours of Operation: Number of Steps: Elevator: Loading Dock:

Special Instructions:

THIS RETURN SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETURN SCHEDULE.

ATTACHMENT B, CANON MAINTENANCE TERMS AND CONDITIONS

This document includes additional terms and conditions that apply to Maintenance Agreements for Purchasing Entities (referred to as "You" herein).

1. Maintenance.

- 1.1 Authorized Dealer shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and Authorized Dealer's normal practice. Such service shall be performed during Authorized Dealer's local regular business hours (8:00 A.M. to 5:00 P.M. Monday through Friday, except holidays).
- (a) You shall give Authorized Dealer reasonable and safe access to the Equipment to perform on-site service. Authorized Dealer may terminate its maintenance obligations on any Equipment you relocate to a site outside Authorized Dealer's service territory. If, in Authorized Dealer's opinion, any Equipment cannot be maintained in good working order through Authorized Dealer's routine maintenance services, Authorized Dealer may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of the Maintenance Agreement as to such Equipment and refund the unearned portion of any prepaid charges hereunder. Parts or Equipment replaced or removed by Authorized Dealer in connection with maintenance services will become the property of Authorized Dealer and you disclaim any interest therein.
 - (b) Installation/Implementation of software Products may be at an additional charge, 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 govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document.
 - (c) Support for software Products 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 Authorized Dealer under the Maintenance Agreement except as expressly provided herein. Support for software Products may require separate purchase by you of a support contract. The terms of support contracts for software Products are available from the developers, or will be provided to you by Authorized Dealer upon request.
 - (d) Authorized Dealer shall make available to you from time to time software patches and any updates for software Products and Embedded Software, but only if such patches and updates are provided to Authorized Dealer by the developers of such software Products and Embedded Software. New releases (upgrades) of software Products, and installation/implementation thereof, shall be chargeable to you. You are not required to use Authorized Dealer for installation software patches, updates or upgrades, but if installation is done by anyone other than Authorized Dealer, Authorized Dealer shall have no responsibility for any performance or other issues that may result from such installation.
 - (e) Authorized Dealer shall also use reasonable efforts to provide Level 1 support for the software Products (for all software Products for which separately-priced support contracts are available, Level 1 support shall be provided only if and so long as the support contract for such software Product from the developer has been purchased and remains in effect). Level 1 support consists of (i) providing help-line telephone assistance in operating the software Product and identifying service problems and attempting to troubleshoot any such problems in the software Product; (ii) escalating operating problems to the available developer of the software Product as needed to rectify such problems, including facilitating contact between you and the developer of the software Product as necessary; and (iii) maintaining a log of such problems to assist in tracking the same.
- 1.2 For Equipment under NASPO ValuePoint Groups A & C, the meter shall record a quantity of 2 impressions for any image produced on 11"x17" media.
- 1.3 In the event your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, as determined by Authorized Dealer, Authorized Dealer may invoice you for such excess, provided that Authorized Dealer shall not invoice you for excess toner usage as aforementioned unless and until Authorized Dealer has first notified you of the excess toner usage, and until you and Authorized Dealer have consulted in good faith in an attempt to identify the reason(s) for the

excess toner usage and you have had a reasonable opportunity, if practicable, to rectify the excess toner usage. You may purchase additional toner from Authorized Dealer if required during the term of the Maintenance Agreement.

- 1.4 You shall bear all risk of loss, theft or damage to unused consumables, which shall remain Authorized Dealer's property and shall be returned promptly upon termination of the Maintenance Agreement.
- 1.5 Unless otherwise indicated, you authorize Authorized Dealer to use networked features of the Equipment including imageWARE to receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. You agree to provide meter readings to Authorized Dealer, in accordance with a meter read option made available by Authorized Dealer. Authorized Dealer may change your meter read options from time to time upon 60-day notice. If Authorized Dealer does not receive timely meter readings from you, you agree to pay invoices that reflect Authorized Dealer's estimates of meter readings. Authorized Dealer 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.
2. **Non-Covered Service.** The following services, and any other work beyond the scope of this Agreement are not included within Maintenance: (a) replacement of any consumable supply item not provided as part of toner inclusive service identified on the face page, including, without limitation, paper, toner, ink, waste containers, fuser oil, staples, other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software which are not supplied by Authorized Dealer and which cause abnormally frequent service calls or service problems; service performed by personnel other than Authorized Dealer personnel; 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 Authorized Dealer's regular business hours; or (f) repair of network/system connection device.
3. **Term and Renewal of Maintenance Agreement.** For leased Equipment, the term of the Maintenance Agreement therefor shall be equal to the term of the lease. For purchased Equipment, the term of the Maintenance Agreement shall be as specified on the related Order (provided, that it may not exceed 60 months on Group A, Group B, Group D, Group E and Group F Devices and 84 months on Group C Devices). Maintenance Agreements shall not be subject to automatic renewal; if you desire to renew a Maintenance Agreement, the pricing during the renewal term shall be as determined pursuant to the Master Agreement.
4. **Limited Warranty.** All Equipment is provided with a manufacturer's end user limited warranty from Canon USA, Inc. Authorized Dealer is an authorized Canon service dealer and provides warranty service under the Canon USA limited warranties. All other Products 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. Authorized Dealer shall upon your request provide to you copies of all such end user warranties and license. SUCH WARRANTIES, TOGETHER WITH WARRANTIES AS PROVIDED IN THE MASTER AGREEMENT AND THE APPLICABLE PARTICIPATING ADDENDUM, 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 PRODUCTS, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT SUCH WARRANTIES DO NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE PRODUCTS.
5. **LIMITATION OF LIABILITY.** NEITHER AUTHORIZED DEALER NOR CONTRACTOR SHALL BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF AUTHORIZED DEALER OR CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ADDITIONAL SERVICE REQUIREMENTS FROM MASTER AGREEMENT:

4.4.3. Service Requirements

- a) **Technicians.** All technicians shall be factory trained by the OEM and certified to Service the Devices.

- b) **Standard Service Levels.** Participating States and/or Entities shall negotiate their own Service Level Agreement (SLA) with the Contractor. The SLA, must, at a minimum, adhere to the following requirements:
 - i) **End-User Training**
 - 1) An initial, no charge, on-site, one-hour training session for each Device, must be offered by Contractor for all non-desktop Products placed at each Purchasing Entity's location. For drop-shipped or desktop Products, Contractor shall offer an initial, one-hour, no charge, web-based, or on-line training session.
 - 2) Technical support training shall also be included in the initial, no charge training, and will include network connectivity and print driver installation. This training will be in addition to the one-hour of free training for Device operation.
 - 3) If Purchasing Entity elects to exercise the training option, then Contractor shall provide the training within ten (10) Business Days of Purchasing Entity's request.
 - 4) Contractor shall offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity prior to Order placement.
 - 5) Contractor must provide on-site or off-site operational training to designated Purchasing Entity personnel, until the personnel are able to operate the Equipment independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity prior to Order placement.
 - 6) Contractor shall provide Product literature, user-manuals, and access to on-line resources, if available, at no charge to the Purchasing Entity.

- 7) Contractor shall provide a toll-free end-user technical support number that Purchasing Entities can utilize for everyday minor troubleshooting. A Purchasing Entity must be able to obtain assistance during Normal Business Hours.
 - 8) Contractor shall provide phone/technical support within two (2) hours of Purchasing Entity's request for assistance.
- ii) **Preventative Maintenance.** Contractor shall perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. Preventative Maintenance shall not be a requirement on desktop Devices.
- iii) **Equipment Performance**
- 1) Equipment Downtime shall be calculated from the time a service call is placed with Contractor or with Dealer's dispatch department until the time the technician completes the repair.
 - 2) Equipment Downtime due to lack of consumable Supplies is not acceptable.
 - 3) Equipment Uptime is calculated between 8:30am and 5:00pm, Monday through Friday, excluding Contractor and Dealer holidays. Uptime requirements shall not include Preventative Maintenance service calls, calls which could have been prevented by key operator functions outlined in the Device's operating manual, calls due to customer mishandling, units which are running outside the Manufacturer's optimum performance volume, or Devices which need to be over-hauled as a result of reach the end of Useful Life (in the Contractor's opinion).
 - 4) **Devices under 91ppm:** Contractor shall guarantee that the fleet of Devices for each Purchasing Entity will be operational at least 96% of the time, during Normal Business Hours for Group A, Group B, Group C, and Group D.
 - 5) **Devices over 91ppm:** Contractor shall guarantee that digital press Production Equipment for each Purchasing Entity will be operational at least 90% of the time, during Normal Business Hours.
 - 6) If any fleet of Devices fails to perform at the operation level specified in §4.4.3(b)(iii)(4) and (5), then §4.11.13 shall apply.
 - 7) Contractor must provide daily communication to the Purchasing Entity regarding inoperable Equipment, including updates regarding resolution timeframe, and any parts, Accessories, or Devices on back-order.
- iv) **Loaner Equipment.** If any Device, excluding digital press Production Equipment, and Group E Equipment, is inoperable for two (2) Business Days, due to Equipment malfunction, as reasonably determined by Contractor, then Contractor shall provide the Purchasing Entity with:
- 1) A loaner Device of similar speed and capabilities until such time as the inoperable Device(s) are now operable; or
 - 2) Provide the Purchasing Entity with off-site manned production capabilities to accomplish the work of the unit that is inoperable at the sole expense of the Contractor. Such costs shall be limited to the cost of production (Service and Supplies), Equipment, labor, and transportation to and from the off-site production facility and the Purchasing Entity location.
- v) **Repair Parts**
- 1) Contractor shall guarantee the availability of repair parts for a minimum of five (5) years after the Purchasing Entity's Acceptance of any Device.

- 2) All Device components, spare parts, application software, and ancillary Equipment that is supplied under this Master Agreement, must conform to Manufacturer specifications.
- 3) Contractor shall be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.
- 4) Repair parts may be new, reconditioned, reprocessed or recovered.

vi) Replacement Equipment

- 1) If Purchasing Entity is not satisfied with any Device that does not perform up to its documented Equipment specifications, Contractor will, at Purchasing Entity's written request, replace it without charge with an equivalent unit or, upon mutual agreement with the Purchasing Entity, with a Device of comparable features and capabilities.
- 2) Prior to installing a substitute Device, Contractor will be allowed thirty (30) days to remedy any quality or reliability issues.
- 3) A designated factory authorized technician must certify each Device's ability to produce acceptable impressions with an acceptable number of copies between calls or uptime. This certification will remain in effect for up to five (5) years from the Purchasing Entity date of purchase or lease, providing the Equipment has not been subjected to abuse or neglect and has been continuously covered by a Maintenance Agreement. This certification will be void in accordance with §4.11.10.

vii) Service Zones

- 1) Unless otherwise specified in a Participating Addendum, Contractor shall adhere to the following Service Call Response Times based on the distance that their Service Base Location is from the Purchasing Entity:

Service Zone	Definition	Response Time
Urban	Within 60 miles	4 - 6 Hours
Rural	60 – 120 miles	1 - 2 Business Days
Remote	120+ miles, or only accessible by plane or by boat	4 - 5 Business Days

- 2) Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Contractor arriving at Purchasing Entity's location, with the following exception:
 - If Contractor is drop-shipping a new Device to replace a defective Device, then Purchasing Entity must receive the new Device within three (3) Business Days.
- 3) Contractor may charge different rates according to each Service zone.

viii) Service Logs

- 1) Contractors shall maintain a Service log that describes the maintenance and repair Services provided for each Device.
- 2) A no-cost copy of Service logs/reports must be provided to the Purchasing Entity or Participating State or Entity, within five (5) Business Days of the request.

ix) Equipment Relocation

- 1) Equipment relocation Services include dismantling, packing, transporting, and re-installing Equipment.

2) Contractor may charge for this Service based on the following table:

Service Zone	Distance from original placement of Device	Charge
1	Within the same building	No Charge Allowed*
2	Up to 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee

*Contractor may charge Purchasing Entities a mutually agreed upon price for special rigging in the event a Purchasing Entity's demographics require such rigging for Zone 1 relocation's. Contractor and Purchasing Entity shall agree upon the price in writing prior to any Equipment relocation in Zone 1.

- 3) Contractor shall not charge for any fees incurred due to fuel or tolls.
- 4) Moves must be performed within thirty (30) calendar days of the Purchasing Entity request. Request may be verbal or written, but Contractor must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the Purchasing Entity within three (3) Business Days of request. In the event that there will be a delay in these Services, Contractor shall communicate with Purchasing Entity and agree on a mutually beneficial time-frame.

c) Meter Read Invoicing

- i) In order for Contractor to generate accurate invoices, Purchasing Entities shall provide meter reads within the Contractor's requested time-frame.
- ii) Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.
- iii) The Purchasing Entity shall provide written notice of any such alleged invoicing issue and the Contractor will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the Purchasing Entity will not be assessed any late fees for failure to submit payment by the invoice due date.
- iv) Failure on the Contractor's part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.

d) Service Level Calculations

- i) At the discretion of the Participating State or Entity, Contractor shall produce reports that can be measured against the required SLA components. Refer to §4.4.3(e) for reporting requirements.
- ii) The Participating State or Entity shall determine how the reports will be utilized and whether liquidated damages will be assessed for failure to meet the SLA requirements. Any liquidated damages or penalty structure shall be defined in the Participating State or Entity's Participating Addendum.

e) Reporting. Contractor shall provide periodic reporting to all Purchasing Entities upon request. The reports shall be provided on a quarterly basis, or at the discretion of the Participating State or Entity.

- i) The report shall include the following:
 - 1) Up-time percentage (%) per fleet of Devices;

- 2) Number of Service Calls placed;
 - 3) Response Time per Device;
 - 4) Dates that Preventative Maintenance was performed, if applicable;
 - 5) Hours of end-user training performed; and
 - 6) Estimated end of Useful Life per Device, based on current usage.
- ii) The report may include, but not be limited to, the following:
- 1) Location of Devices;
 - 2) Click usage per Device; and
 - 3) EPEAT certification level of each Device.
- f) **Additional Terms and Conditions.** Maintenance Agreements shall be subject to the additional terms and conditions set forth in **Attachment B (Canon Maintenance Terms and Conditions)**, and **Attachment E (Digital Press Production and Large Format Equipment Master Services Agreement Terms and Conditions)**.

ATTACHMENT E, DIGITAL PRESS PRODUCTION AND LARGE FORMAT EQUIPMENT MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

This Attachment includes additional terms and conditions that apply to Maintenance Agreements for Purchasing Entities (referred to as "Customer" herein) for Océ Production Equipment and Large Format Equipment (referred to as "Equipment" herein). In the event of a conflict between the Canon Maintenance Terms and Conditions set forth in Attachment B and the terms and conditions in this Attachment E, the terms and conditions in this Attachment E shall govern.

1. Installation and Site Preparation

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

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

2. Supplies

Customer is entitled to the amount of toner/supplies which, on average, covers six percent (6%) of the letter size media unless another coverage rate is specified in an Order. Unless otherwise agreed to in an Order, for cutsheet color products, Customer is entitled to the amount of toner/supplies which, on average, covers ten percent (10%) of the letter size media per color (black counts as a color). Unless specifically agreed to in an Order, supplies do not include staples. Reconciliation for overuse of toner/supplies shall be invoiced to and paid by Customer at the rates in effect at the time of such reconciliation, and will be calculated based on coverage/use.

3. Maintenance

3.1 **Equipment Support:** Authorized Dealer shall provide Customer: (a) Authorized Dealer's standard preventive maintenance services ("PM's"), including labor and replacement parts to be provided Monday – Friday during Authorized Dealer's standard business hours (the length and frequency of periods of time required for preventive maintenance will be determined by Authorized Dealer); (b) corrective maintenance coverage as indicated on the applicable Schedule, including labor and replacement parts (service on Authorized Dealer holidays is available with advance notice to Authorized Dealer and Authorized Dealer shall bill Customer at its then current hourly rates for holiday service) provided that repairs can be performed in the field; and (c) engineering changes, including safety changes, deemed necessary by Authorized Dealer. Preventive maintenance includes testing, adjusting, cleaning and replacement of components scheduled in accordance with the Equipment service specifications. PM's performed on weekends, holidays or between 5PM and 8:00AM (at Customer's request) will be billed at Authorized Dealer's holiday rates according to the Master Agreement Price Lists. If Customer refuses to permit installation of a safety change or removes one already installed, Authorized Dealer may discontinue maintenance support services for all Equipment until the hazard has been corrected. All defective parts removed during maintenance shall become the property of Authorized Dealer. Parts used for repair may be used or remanufactured in accordance with manufacturer's specifications. The Equipment may contain software that allows Authorized Dealer to access the Equipment remotely ("Remote Software"). In such cases, Customer authorizes Authorized Dealer to use the Remote Software to (i) receive software updates and transmit use and service data accumulated by the Equipment over Customer's network by means of an HTTPS (or other) protocol and (ii) store and analyze such data solely for Authorized Dealer's own purposes related to servicing the Equipment and for product improvement.

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

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

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

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

3.4 Services for Additional Charge

- (a) The services listed in this Section are not included as part of Authorized Dealer's remedial or preventive maintenance services: Services for repair of Equipment (including the inkjet heads in Authorized Dealer's printers or the fuser rollers in Authorized Dealer's continuous feed printers) or replacement of parts (including the inkjet heads in Authorized Dealer's printers or the fuser rollers in Authorized Dealer's continuous feed printers) caused or made necessary, in Authorized Dealer's reasonable discretion, in whole or in part, by: (i) Customer's failure to continually provide a suitable environment in accordance with Authorized Dealer's requirements; (ii) neglect, misuse, or use of the Equipment for purposes other than for which it was designed, or failure to operate the Equipment in accordance with Authorized Dealer's or manufacturer's operating instructions or within manufacturer's specifications; (iii) accident, disaster, including effects of water, wind, lightning, or transportation; terrorism, vandalism or burglary; (d) alterations of Equipment, including any deviation from Equipment design, unless previously authorized in writing by Authorized Dealer; (iv) attachment(s) to the Equipment, including connection of devices not supplied by Authorized Dealer, which cause the Equipment to malfunction, unless previously authorized in writing by Authorized Dealer; (v) Customer's failure to perform or its failure to correctly perform the normal duties of Customer's operators; (vi) the use of any non-Authorized Dealer parts, toner, developer or inks; (vii) the use of forms not in compliance with Authorized Dealer's paper specifications; (viii) maintenance or repair services performed by Customer or a third party without written authorization from Authorized Dealer; or (ix) pre or post processing Equipment disconnected from the printing system to which it was originally installed unless previously authorized in writing by Authorized Dealer. If in Authorized Dealer's reasonable discretion, Equipment has been rendered un-repairable, then Authorized Dealer may refuse to render services under this Agreement and may terminate the appropriate Schedule.
- (b) If repairs or replacements as set forth above are needed due to the causes listed in (a) above, Authorized Dealer's prices to provide any such repair or replacement will: (i) use the published hourly Master Agreement service rates and minimum charges for the service time, which includes travel and waiting time; (ii) use the current parts and material prices; and (iii) travel expenses. All repairs will be governed by the terms of this Agreement, however, Authorized Dealer reserves the right to decline to perform such services.
- (c) Authorized Dealer may withdraw any item of Equipment from maintenance coverage (i) if such Equipment has been removed from the Equipment Location and Authorized Dealer does not offer maintenance services at the new Equipment location; or (ii) if Authorized Dealer declares end of life for such Equipment, and then only with at least ninety (90) days prior written notice. Customer shall pay monthly service charges up to the date of termination. For any prepaid amounts, Authorized Dealer shall refund or credit the pro rata amount of the remaining term from the effective date of termination