

ACQUISITION AGREEMENT LEASE OR PURCHASE
National IPA
S0989165 02



CANON SOLUTIONS AMERICA

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

ACQUISITION AGREEMENT LEASE OR PURCHASE
National IPA
S0989165 02

Salesperson George Boyd Caird Order Date 1 / 6 / 2020

Customer ("you"):		Customer Account		Ship To:		Customer Account	
Company MILWAUKEE SCHOOL DISTRICT				Company MILWAUKEE SCHOOL DISTRICT			
Address 5325 W VILET ST				Address Please See Addendum			
City MILWAUKEE		County MILWAUKEE		City		County	
State WI	Zip 53208	Phone #		State	Zip	Phone #	
Contact		Fax #		Contact Please See Addendum			Fax #
Email				Email			

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 and for the fixed term specified in the lease agreement between you and the Leasing Company Delivery to you of the items specified is contingent on you signing a lease agreement with the Leasing Company

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:

Item Code	Product Description	Qty	Unit Price	Periodic Lease Payment or Purchase Price
	Please See Addendum			

This transaction shall be governed in all respects by the Terms and conditions of contract # FI-R-0251-18 dated 10-1-2018 between Canon Solutions America, Inc. and DuPage County and any terms and conditions which conflict with or vary from the contract terms shall be deemed null and void.

Payment Terms		Other Requirements		Subtotal from Supplemental Addendum	
<input type="checkbox"/> Check with Order	Check # _____	<input type="checkbox"/> P O Required	P O # _____	Subtotal	10,439 00
<input type="checkbox"/> Net 30		<input checked="" type="checkbox"/> Tax Exempt	(Attach Certificate)	Delivery/Install	0 00
<input checked="" type="checkbox"/> Lease		<input type="checkbox"/> Customer Declines	Equipment Maintenance	Sales Tax	
<input type="checkbox"/> Other _____				Total	10,439 00
<input type="checkbox"/> Credit Card	Requires submission of secure credit card authorization form			Deposit	0 00
				Balance Due	

Shipping Instructions		Customer Delivery Information		Customer IT Contact Information	
Ship Via _____		Name <u>Paul Kobza</u> Email <u>kobzapj@milwaukee k12 w</u>		This individual may be contacted for network connectivity	
Hours of Operation <u>9-5</u>		Phone <u>414 475 8505</u> Earliest Date for Delivery <u>1 / 28 / 2020</u>		Name _____	
Number of Steps _____		Special Delivery/Installation Instruction _____		Phone _____	
Elevator Yes <input type="checkbox"/> No <input type="checkbox"/>				Email _____	
Loading Dock Yes <input type="checkbox"/> No <input type="checkbox"/>					

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 YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF TWO PAGES INCLUDING THIS FACE PAGE THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO ARE INCORPORATED AND MADE PART OF THIS AGREEMENT

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____

ADDITIONAL TERMS AND CONDITIONS

S0989165.02

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 your agreement to a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. (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. Notwithstanding any provision in the support contract to the contrary, it shall automatically renew on an annual basis, subject to a price increase after the initial term. (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 Listed Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. 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 (i) providing help-line telephone assistance in operating the Listed Software and identifying service problems and attempting to troubleshoot any such problems in the Listed Software, (ii) escalating operating problems to the available developer of the Listed Software as needed to rectify such problems, including facilitating contact between you and the developer of the Listed Software as necessary, and (iii) maintaining a log of such problems to assist in tracking the same. (h) If you acquired Uniflow, an authorized CSA representative may receive a print usage report for business reviews. (i) 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 Oce 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 EXPENDITURES FOR SUBSTITUTE EQUIPMENT, 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 AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS YOU COMMENCE AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

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

**ADDENDUM TO ADD ADDITIONAL EQUIPMENT TO
 ACQUISITION AGREEMENT # S0989165 02 (the "Agreement")**

Salesperson George Boyd Caird Order Date 1 / 6 / 2020

Customer ("you").			
Company MILWAUKEE SCHOOL DISTRICT		Contact	
Address 5325 W VILET ST		Phone	Fax
City MILWAUKEE	State WI	Zip 53208	E-Mail

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
8116B060	VARIOPRINT 140 MAIN ENGINE SET MFP	1		9,895 00	5225 W VILET ST MILWAUKEE WI 53208	N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
8117B068	VARIOPRINT DP LINE 140 BASE LICENSE WITH	1		Included	5225 W VILET ST MILWAUKEE WI 53208	N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
8117B044	OPERATOR ATTENTION LIGHT-D1	1		Included	5225 W VILET ST MILWAUKEE WI 53208	N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
1348V957	CONVENIENCE STAPLER-A1	1		Included	5225 W VILET ST MILWAUKEE WI 53208	N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
8116B069	VARIOPRINT DP EXTERNAL PAPER INPUT	1		Included	5225 W VILET ST MILWAUKEE WI 53208	N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
0102C006	DOCUMENT INSERTION UNIT-N1 SET	1		Included	5225 W VILET ST MILWAUKEE WI 53208	N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
0117C002	STAPLE FINISHER-W1 PRO	1		Included	5225 W VILET ST MILWAUKEE WI 53208	N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
0985C008	HIGH CAPACITY STACKER-H1 SET	1		Included	5225 W VILET ST MILWAUKEE WI 53208	N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
7168B002	DFD INTERFACE KIT-A1	1		Included	5225 W VILET ST MILWAUKEE WI 53208	N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
7168B015	DFD PATH -A1	1		Included	5225 W VILET ST MILWAUKEE WI 53208	N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
3057V761	PLOCKMATIC BLM35 BOOKLET MAKER	1		Included	5225 W VILET ST MILWAUKEE WI 53208	N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
3057V762	PLOCKMATIC BLM50 UPGRADE KIT	1		Included	5225 W VILET ST MILWAUKEE WI 53208	N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
3057V765	CF50 COVER FEEDER MODULE	1		Included	5225 W VILET ST MILWAUKEE WI 53208	N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
3057V763	FTR50 TRIMMER MODULE	1		Included	5225 W VILET ST MILWAUKEE WI 53208	N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
Carry forward to Face side of Agreement			Subtotal							



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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
3057V764	BF50 BOOK FOLD MODULE	1		Included	5225 W VILET ST MILWAUKEE WI 53208	N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
3057V767	BST4000-1 BELT STACKER MODULE	1		Included	5225 W VILET ST MILWAUKEE WI 53208	N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
8117B025	POC KIT-B1	1		Included	5225 W VILET ST MILWAUKEE WI 53208	N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
1972V076	ESP NEXT GEN PCS POWER FILTER (208V/20A)	1		Included	5225 W VILET ST MILWAUKEE WI 53208	N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
2721V581	PRISMAREPARE ONE DAY DEPLOYMENT AND	1		Included	5225 W VILET ST MILWAUKEE WI 53208	N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
2368V118	HIGH VOLUME CONNECTIVITY OVER	1		Included	5225 W VILET ST MILWAUKEE WI 53208	N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
3537V032	VARIOPRINT DP INSTALL PACK	1		Included	5225 W VILET ST MILWAUKEE WI 53208	N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
2195V020	VARIOPRINT DP OPERATOR TRAINING	1		Included	5225 W VILET ST MILWAUKEE WI 53208	N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
2195V021	VARIOPRINT DP IMPLEMENTATION	1		Included	5225 W VILET ST MILWAUKEE WI 53208	N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
8943B057	PRISMAREPARE V7 SOFTWARE LICENSE	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
7609B022	ADOBE ACROBAT PRO DC	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
3238C012	IMAGEPRESS C810 (CSA SET)	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
3914C009	PRISMASync PRINT SERVER IMAGEPRESS	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
4007C030	IMAGEPRESS C910 PRISMASync LICENSE	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
Carry forward to Face side of Agreement			Subtotal							



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3602C009	PRISMAPREPARE V7 - ADVANCED DOCUMENT	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
3602C010	PRISMAPREPARE V7 - ADVANCED IMPOSITION	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
3602C004	PRISMAPREPARE V7 - AUTOMATION	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
3602C008	PRISMAPREPARE V7 - SCAN CLEAN-UP	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
3602C011	PRISMAPREPARE V7 - SPOT COLOR EDITING	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
3602C003	PRISMAPREPARE V7 - EXTRA CONCURRENT	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
8943B064	ANNUAL MAINTENANCE PRISMAPREPARE V7 (Net-	4		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
8943B065	ANNUAL MAINTENANCE PRISMAPREPARE V7 -	4		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
8943B070	ANNUAL MAINTENANCE PRISMAPREPARE V7 -	4		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
8943B073	ANNUAL MAINTENANCE PRISMAPREPARE V7 -	4		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
8943B074	ANNUAL MAINTENANCE PRISMAPREPARE V7 -	4		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
8943B075	ANNUAL MAINTENANCE PRISMAPREPARE V7 -	4		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
8943B076	ANNUAL MAINTENANCE PRISMAPREPARE V7 -	4		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
0097C001	PRINTER COVER H1	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
Carry forward to Face side of Agreement			Subtotal							



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1136C005	MULTI DRAWER PAPER DECK-C1 SET	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
0118C002	BOOKLET FINISHER-W1 PRO	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
5738B002	PUNCHER UNIT-BS1	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
2721V581	PRISMAREPARE ONE DAY DEPLOYMENT AND	3		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
1972V076	ESP NEXT GEN PCS POWER FILTER (208V/20A)	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A)	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
3537V028	IMAGEPRESS C710/C810/C910/C750/C85	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
2743V985	ADVANCED IMPLEMENTATION	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
2743V986	IMAGEPRESS LIGHT/MID PRODUCTION TRAINING	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
2428C004	VP6000 TITAN BASE MODEL SET	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
2582C002	VP6180 BASE LICENSE SET	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
5414B001	DFD2 INTERFACE AT IHCS FOR ONLINE FINISHING	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
5416B001	OCE VP6000 R-SIDED DOCKING AT IHCS	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
2429C011	PAPER INPUT MODULE OPTIONAL-B1	1		Included		N	0	Y	Paul Kobza 414 475 8505	kobzapj@milwaukee k12 wi us
Carry forward to Face side of Agreement			Subtotal							



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

**UNIFIED LEASE AGREEMENT
 ADDENDUM**
 National IPA

Customer MILWAUKEE PUBLIC SCHOOLS WISCONSIN		Related to Unified Lease Agreement – ULF# S0989165	
Street Address 5325 W VILET ST	City MILWAUKEE	State WI	Zip 53208
Equipment Description (1) CVPDP140SER, (1) IPC810, (1) OCEVP6000, (1) BLM550P,		Term 63	

WHEREAS, Canon Solutions America, Inc ("CSA"), and the above-described Customer, together with any Guarantors, have determined that it is for their mutual benefit to enter into this Unified Lease Agreement Addendum ("Addendum") to the above-described Unified Lease 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

This transaction shall be governed in all respects by the Ts&Cs of contract # FI-R-0251-18 dated 10-1-2018 between CSA and DuPage County and any Ts&Cs which conflict with or vary from the contract terms shall be deemed null and void

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

4 CSA may accept a facsimile or other electronic transmission of this Addendum as an original, and facsimile or other electronically transmitted copies of Customer's and any Guarantor's signature will be treated as an original for all purposes THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ANY GUARANTORS AND ACCEPTED BY CSA

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

Canon Solutions America, Inc.

MILWAUKEE PUBLIC SCHOOLS WISCONSIN

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date: _____

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 #
S0989165 02 (the "AGREEMENT")

Customer ("You"): Customer Account
Company MILWAUKEE SCHOOL DISTRICT
Address 5325 W VILET ST
City MILWAUKEE County MILWAUKEE
State WI Zip 53208 Phone #
Email

Buy-out Reimbursement
\$ 224,000 00 to be paid under the circumstances described in
Section 1 below
Payable to [] You [] Canon Financial Services, Inc
Reason for check issuance Remaining payments to existing lease

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
[] 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 [] If yes, under an Existing Contract [] or New Contract [] 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

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 ___ / ___ / ___
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

Return Codes Trade-In TRD Return to CFS R-CFS 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. You acknowledge that additional charges for supplies, media, excess usage, etc., will be invoiced to you, and you shall be responsible for all invoices due and owing up to and including the date such Trade-In equipment or Return Equipment is received by CSA.
3. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon Your return of the Equipment to CSA or any leasing company. You are solely responsible for (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection, and (ii) all decisions related to erasing or overwriting Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

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

Customer's Authorized Signature

Printed Name Title Date



CANON SOLUTIONS AMERICA

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

MAINTENANCE AGREEMENT

Related Acquisition Agreement # S0989165 02

Salesperson George Boyd Card Order Date 1 / 6 / 2020

Customer ("you"): Customer Account Equipment Location: Customer Account
Company MILWAUKEE SCHOOL DISTRICT
Address 5325 W VILET ST
City MILWAUKEE County MILWAUKEE
State WI Zip 53208 Phone #
Contact Paul Kobza Fax #
Email

Maintenance Billing Entity PO Required Meter Read Collection Options
Base Charge [X] CSA [] Canon Financial Services, Inc ("CFS")
Per Image Charge: [X] CSA [] Canon Financial Services, Inc ("CFS")
Base Charge Billing Cycle Initial Term Coverage Plan
Excess Per Image* Charge Billing Cycle Price Plan Consumables Inclusive Toner Fulfillment Method

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.

Table with columns: Model, Serial #, Start Meter, Covered Images per unit or Fleet included in Base Charge, Per Image Charge in excess of Covered Images, Base Charge per unit or Fleet, Corporate Advantage, Alt Meter Method. Includes entry for IPC810.

Table with columns: Subtotal from Supplemental Addendum, CUSTOMER SATISFACTION POLICY, 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 PAGE, THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO, ARE INCORPORATED AND MADE A PART OF THIS AGREEMENT.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____

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

1. TERM Maintenance under this Agreement shall start on the date (the "Start Date") of installation for newly installed equipment (inclusive of standard embedded Canon brand software) (the "Equipment") covered under toner inclusive service. For all other newly installed equipment, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The Start Date is stated on the face page for all previously in place Equipment. (a) The initial term specified on the face page shall renew for successive 12 month period unless either party gives written notice of non-renewal at least 30 days prior to the expiration of the then-current term. The renewal charges shall be reflected on the invoice for the first billing cycle of the renewal period. You shall have the right to terminate the renewal contract with 30 days advance written notice to CSA.

2. CHARGES Base charges shall be billed in advance, and per image charges shall be billed in arrears. For Long Sheet images over 38 4" the meter shall record a quantity of 2 images. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media wider than 8 1/2". 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 toner only (and other consumables, but only if specified on the face page and applicable to the device). Toner is supplied 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. CSA may charge you a Supply Freight Fee to cover the cost of shipping supplies to you. (b) If you have selected the Fleet or Aggregate Coverage Plan, the Base Charge and the Covered Images shall apply to all of the Equipment on the Schedule unless otherwise indicated. If specified on the face page that the Listed Items are being added to an existing Fleet Coverage Plan under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (c) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (d) Unless otherwise indicated on the face page, you authorize CSA to use networked features of the Equipment including imageWARE Remote to receive software updates, activate features/new licenses and/or transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement. (e) You agree to provide meter readings to CSA, if applicable, in accordance with the meter read option selected and CSA's normal procedures. If you selected the myCSA website, you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CSA may change your meter read options from time to time upon 60 days notice. If CSA does not receive timely meter readings from you, you agree to pay invoices that reflect CSA's estimates of meter readings. CSA reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle.

3. COVERED SERVICE CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, except holidays). (a) You shall afford CSA reasonable and safe access to the Equipment to perform on-site service. CSA may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside CSA's service territory. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of this Agreement as to such Equipment and refund the unearned portion of any prepaid charges hereunder. Parts or Equipment replaced or removed by CSA in connection with maintenance services hereunder shall become the property of CSA and you disclaim any interest therein. (b) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment ("Embedded Software"), but (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Embedded Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. CSA shall also use reasonable efforts to provide Level 1 support for the Embedded Software. Level 1 support consists of (i) providing help-line telephone assistance in operating the Embedded Software and identifying service problems and attempting to troubleshoot any such problems in the Embedded Software, (ii) escalating operating problems to the available developer of the Embedded Software as needed to rectify such problems, including facilitating contact between you and the developer of the Embedded Software as necessary, and (iii) maintaining a log of such problems to assist in tracking the same. Embedded Software as used herein does not include separately-priced application software supplied by CSA to you under any separate acquisition agreement, and support therefor shall be solely governed by the provisions thereof.

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

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

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

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

7. DEFAULT You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, including making prompt undisputed payments when due. CSA may withhold service under this Agreement in whole or in part until any delinquent payment is received by CSA. CSA may terminate this Agreement in whole or in part upon your default with thirty (30) days notice to you, unless such default is cured by you within the thirty (30) day period. If an overdue payment is disputed in good faith within thirty (30) days after the due date thereof, you shall pay all undisputed amounts and promptly make a good faith effort to resolve such dispute with CSA. In the event of your default, CSA may, without limiting its other rights and remedies available under applicable law and this Agreement, require you to pay all charges then due but unpaid, including any applicable late charges, plus an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges per Section 2(b). You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

8. GOVERNING LAW THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS YOU COMMENCE AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM. ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

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



CANON SOLUTIONS AMERICA

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



Maintenance Agreement
Océ VarioPrint 6000 Models

Related Acquisition Agreement # S0989165 02

Salesperson George Boyd Caird Order Date 1 / 6 / 2020

Customer (you): Customer Account Equipment Location: Customer Account
Company MILWAUKEE SCHOOL DISTRICT
Address 5325 W VILET ST
City MILWAUKEE County MILWAUKEE
State WI Zip 53208 Phone #
Contact Paul Kobza Fax #
Email

Base Charge Billing Cycle Initial Term Price Plan PO Required Meter Read Collection (select one)
Excess Per Image Charge Billing Cycle Consumables Inclusive Optional Services
Coverage Plan Consumables Inclusive

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, Covered Images in Base Charge, Excess Meter Charges, Base Charge for Covered Images, Click Charge Per Book, Corporate Advantage (Yes/No). Includes rows for OCEVP6000 and multiple equipment location/contact details.

CUSTOMER SATISFACTION POLICY
If you are not satisfied with the performance of your 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.
Total from Supplemental Addendum if applicable
Total Base Charge for Covered Images above
Total Base Charge for Optional Services above
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

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. For Long Sheet images over 38 1/4" the meter shall record a quantity of 2 images. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media wider than 8 1/2". 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 toner only (and other consumables, but only if specified on the face page and applicable to the device.) Toner is supplied 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. CSA may charge you a Supply Freight Fee to cover the cost of shipping supplies to you. (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 the myCSA website, you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CSA may change your meter read options from time to time upon 60 days notice. If CSA does not receive timely meter readings from you, you agree to pay invoices that reflect CSA's estimates of meter readings. CSA reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle.

3. COVERED SERVICE CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, except holidays).

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

(b) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment ("Embedded Software"), but (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Embedded Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. CSA shall also use reasonable efforts to provide Level 1 support for the Embedded Software. Level 1 support consists of (i) providing help-line telephone assistance in operating the Embedded Software and identifying service problems and attempting to troubleshoot any such problems in the Embedded Software, (ii) escalating operating problems to the available developer of the Embedded Software as needed to rectify such problems, including facilitating contact between you and the developer of the Embedded Software as necessary, and (iii) maintaining a log of such problems to assist in tracking the same. Embedded Software as used herein does not include separately-priced application software supplied by CSA to you under any separate acquisition agreement, and support therefor shall be solely governed by the provisions thereof.

4. NON-COVERED SERVICE The following services, and any other work beyond the scope of this Agreement, shall be invoiced in accordance with CSA's then current labor, parts and supply charges. (a) replacement of any consumable supply item not provided as part of toner inclusive

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

5. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection, and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize 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 AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS YOU COMMENCE AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

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



MAINTENANCE AGREEMENT

CANON SOLUTIONS AMERICA

Related Acquisition Agreement # S0989165 02

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

Salesperson George Boyd Card Order Date 1 / 6 / 2020

Customer (you): Customer Account Equipment Location: Customer Account
Company MILWAUKEE SCHOOL DISTRICT
Address 5325 W VILET ST
City MILWAUKEE County MILWAUKEE
State WI Zip 53208 Phone #
Contact Fax #
Email

Maintenance Billing Entity PO Required Meter Read Collection Options
Base Charge [X] CSA [] Canon Financial Services, Inc ("CFS")
Per Image Charge: [X] CSA [] Canon Financial Services, Inc ("CFS")
Base Charge Billing Cycle Initial Term Coverage Plan
Excess Per Image* Charge Billing Cycle Price Plan Consumables Inclusive Toner Fulfillment Method

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

Table with columns: Model, Serial #, Start Meter, Covered Images per unit or Fleet included in Base Charge, Per Image Charge in excess of Covered Images, Base Charge per unit or Fleet, Corporate Advantage, Alt Meter Method. Includes rows for CVPDP140SER and multiple empty rows for additional equipment.

CUSTOMER SATISFACTION POLICY
If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. This policy shall apply for 3 years from the date of installation or for the initial term of any CFS Lease, if longer, provided you are not in default of this Agreement and such maintenance services have not been canceled or terminated.

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

Customer's Authorized Signature
Printed Name Title Date

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

1 TERM Maintenance under this Agreement shall start on the date (the "Start Date") of installation for newly installed equipment (inclusive of standard embedded Canon brand software) (the "Equipment") covered under Toner Inclusive service. For all other newly installed Equipment, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The Start Date is stated on the face page for all previously in place Equipment. (a) The initial term specified on the face page shall renew for successive 12 month period unless either party gives written notice of non renewal at least 30 days prior to the expiration of the then-current term. The renewal charges shall be reflected on the invoice for the first billing cycle of the renewal period. You shall have the right to terminate the renewal contract with 30 days advance written notice to CSA.

2 CHARGES Base charges shall be billed in advance, and per image charges shall be billed in arrears. For Long Sheet Images over 38 1/4" the meter shall record a quantity of 2 Images. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media wider than 8 1/2". 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 toner only (and other consumables, but only if specified on the face page and applicable to the device). Toner is supplied 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. CSA may charge you a Supply Freight Fee to cover the cost of shipping supplies to you. (b) If you have selected the Fleet or Aggregate Coverage Plan, the Base Charge and the Covered Images shall apply to all of the Equipment on the Schedule unless otherwise indicated. If specified on the face page that the Listed Items are being added to an existing Fleet Coverage Plan under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (c) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (d) Unless otherwise indicated on the face page, you authorize CSA to use networked features of the Equipment including imageWARE Remote to receive software updates, activate features/new licenses and/or transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement. (e) You agree to provide meter readings to CSA, if applicable, in accordance with the meter read option selected and CSA's normal procedures. If you selected the myCSA website, you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CSA may change your meter read options from time to time upon 60 days notice. If CSA does not receive timely meter readings from you, you agree to pay invoices that reflect CSA's estimates of meter readings. CSA reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle.

3. COVERED SERVICE CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, except holidays).

(a) You shall afford CSA reasonable and safe access to the Equipment to perform on-site service. CSA may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside CSA's service territory. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of this Agreement as to such Equipment and refund the unearned portion of any prepaid charges hereunder. Parts or Equipment replaced or removed by CSA in connection with maintenance services hereunder shall become the property of CSA and you disclaim any interest therein. (b) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment ("Embedded Software"), but (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Embedded Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. CSA shall also use reasonable efforts to provide Level 1 support for the Embedded Software. Level 1 support consists of (i) providing help-line telephone assistance in operating the Embedded Software and identifying service problems and attempting to troubleshoot any such problems in the Embedded Software, (ii) escalating operating problems to the available developer of the Embedded Software as needed to rectify such problems, including facilitating contact between you and the developer of the Embedded Software as necessary, and (iii) maintaining a log of such problems to assist in tracking the same. Embedded Software as used herein does not include separately-purchased application software supplied by CSA to you under any separate acquisition agreement, and support therefor shall be solely governed by the provisions thereof.

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

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

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

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

7. DEFAULT. You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, including making prompt undisputed payments when due. CSA may withhold service under this Agreement in whole or in part until any delinquent payment is received by CSA. CSA may terminate this Agreement in whole or in part upon your default with thirty (30) days notice to you, unless such default is cured by you within the thirty (30) day period. If an overdue payment is disputed in good faith within thirty (30) days after the due date thereof, you shall pay all undisputed amounts and promptly make a good faith effort to resolve such dispute with CSA. In the event of your default, CSA may, without limiting its other rights and remedies available under applicable law and this Agreement, require you to pay all charges then due but unpaid, including any applicable late charges, plus an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges per Section 2(b). You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

8. GOVERNING LAW, THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS YOU COMMENCE AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM. ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

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



CANON SOLUTIONS AMERICA

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



Printer Operation Care ("POC")
Addendum to Maintenance Agreement
Océ VarioPrint 100 Models

Related Acquisition Agreement # S0989165 02	Salesperson George Boyd Caird	Order Date 1/6/2020 5 39 21 PM	Related Contract Number	
Customer MILWAUKEE SCHOOL DISTRICT				
Street Address 5325 W VILET ST		City MILWAUKEE	State WI	Zip 53208

This Addendum to the above-referenced Maintenance Agreement (the "Agreement") between Canon Solutions America, Inc ("CSA") and the above described Customer ("you") modifies and supplements the terms thereof with respect to maintenance service for the unit(s) of Equipment covered by the Agreement which are VarioPrint 100 series models

- 1 **Printer Operator Care** The VarioPrint 100 Series models, with base license V2 installed, permit the end user to perform the self-service described herein (Printer Operator Care, hereinafter referred to as "POC") POC requires the user to utilize simple tools to replace 3 specific parts at the estimated time of replacement (shown in table below)

POC Parts	Estimated Time of Replacement
Separation Feed Rollers ¹	Approximately every 500,000 prints
Heat Exchange Foil	Approximately every 2,000,000 prints
Spiral Cleaner	Approximately every 500,000 prints
Tools	
Gloves	
Socket Wrench	

¹ One kit for the main unit, which fits in all four paper drawers

CSA will provide to you at no additional cost initial training in the POC program for up to 4 participants in one training session and one (1) initial POC kit upon installation of each unit of the Equipment. Additional training is available for a fee upon request. The initial kit will include the tools described above. Thereafter, you may order additional replacement POC Parts at no charge provided your usage of POC Parts is consistent with the part yield estimates above and provided you remain in compliance with your payment and other obligations under the Agreement. You acknowledge that it is your responsibility to replace the POC Parts in each unit of Equipment when required in accordance with the instructions provided to you by CSA. You may not resell any POC Parts provided to you, or use POC Parts other than in the Equipment as provided herein. You shall bear all risk of loss, theft or damage to POC Parts stored at your facility, which shall remain the property of CSA. You agree to return any unused POC Parts to CSA upon expiration or termination of the Agreement.

In addition, you agree to

- Maintain CSA-trained operator(s) at all times when the Equipment is being operated
- Keep all POC Parts in a locked and secured location, accessible by only authorized operators
- Prohibit anyone other than a CSA-trained operator to perform POC service on the Equipment

- 2 **Guidelines for Offset Preprinted Media** Proper operation of the Equipment and resulting quality output requires the user to have a thorough understanding of the DirectPress technology used in the VarioPrint digital printing systems. The VarioPrint digital printing system can seriously deteriorate if improperly exposed to certain inks and powders often found in preprinted media. The Guidelines for Offset Preprinted Media has been developed as an instructional guide for you to ensure optimal performance with preprinted media on your VarioPrint digital printing system. By executing this Addendum, you acknowledge receipt of the Guidelines for Offset Preprinted Media document and agree to strictly follow the recommendations contained therein. You understand that maintenance required as a result of any damage caused by improper media usage **is not covered by any warranty for the Equipment**.

- 3 **General** THE SERVICES TO BE PROVIDED BY CSA HEREUNDER, INCLUDING THE POC PARTS, ARE "MAINTENANCE SERVICES" AS PROVIDED IN THE AGREEMENT AND ARE SUBJECT TO THE EXCLUSIONS OF WARRANTIES AND LIMITATIONS OF LIABILITY AS SET FORTH IN THE AGREEMENT. Without limiting the foregoing, CSA shall not be liable for, and you shall indemnify CSA and hold it harmless against, personal injury or property damage resulting from your performance of POC. In addition, any maintenance (including damage caused by improper media usage) required as a result of your failure to comply with your obligations hereunder, or if you request CSA to install POC Parts in the Equipment, shall be deemed to be non-covered service under the Agreement and CSA shall be entitled to charge you for performing any such non-covered service.

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.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____