



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

(ATTACHMENT 6) Request to Waive Administrative Policy 3.09(9)(e)  
 and Enter into a Contract with U.S. Bank National Association and Canon Financial Services, Inc.

CR064966  
 C032442  
 V0000000776

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

# MA24477

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

**Customer ("you"):**

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

Applicable Terms and Conditions	Customer Organizational Information
<p><b>TERMS AND CONDITIONS ARE AVAILABLE AT:  <a href="http://ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS">ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS</a></b></p> <p>The CSA customer terms and conditions located at the above website ("Terms") form part of this Agreement. The Terms include general terms, and terms for product and service purchase, maintenance, support and leasing (pursuant to the terms of Rider G); managed print services; and quotes. The Terms applicable to each of your transactions will be referenced in the Order Schedule.</p> <p>By your initials herein and signature below, you understand and acknowledge such Terms and agree to comply with those applicable to each Order Schedule.</p> <p>_____</p> <p><b>Customer Initials</b></p>	<p><b>Federal Tax ID Number:</b> _____</p> <p><b>Organization type:</b> State or Local Government</p> <p><b>Address for Notices:</b>          Attn: Chris Mahsem          Address: 5225 W Vliet St          Address 2:          City: Milwaukee State: WI Zip: 53208          Email: mahsemcf@milwaukee.k12.wi.us</p>
<div style="border: 1px solid black; height: 170px;"></div>	

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



Lease Schedule ("Schedule") - Itemized (SER-700)

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

Customer: MILWAUKEE PUBLIC SCHOOLS

CFS App #: 1979123

Salesperson: George Boyd Caird

Agreement #: MA24477

Transaction #: S21043015

Order Date: 02/01/24

Table with columns: Billing Information, Company, DBA, Address, City, State, Zip, Contact, Email, Payment Information, Equipment Maintenance Information, Other Transaction Details.

Table with columns: Rider A applies (Office Equip/Cut Sheet Production), Maint Base Charge Section B, Covered Images Included in Maint Base Charge, Excess Per Image Charge(s).

Main table with columns: Item Code, Listed Items Description, Qty, Unit Pmt, Total, Ship To & Maintenance Billing Information.

Table with columns: Additional Requirements, Lease payments sent to, Canon Financial Services, 158 Gaither Drive, Ste 200 Mount Laurel, NJ 08054.

THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS").

Authorized Signature: Janine Adamczyk, Keith P. Posley, ED D., Marva Herndon. Title: Dir, Procurement & Risk Management, Superintendent of Schools, Title: President, Milwaukee Board of School Directors.

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

Authorized Signature: Printed Name: Title: Date:

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



Customer: MILWAUKEE PUBLIC SCHOOLS

Agreement #: MA24477

Order Date: 02/01/24 Salesperson: George Boyd Caird

Device Excluded from Maintenance		Maint Base Charge Section	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
<b>Item Code</b>	<b>Listed Items Description</b>	<b>Qty</b>	<b>Unit Pmt</b>	<b>Total</b>	<b>Ship To &amp; Maintenance Billing Information</b>	
4276V968	SPIRAL BINDING IJETCOLOR 1175TM ENVELOPE PRESS - 04PWIJET1175	1	Included	Included	<b>Shipping:</b> 5225 W VLIET ST BUSINESS SERVICES RM 57 <b>Delivery Date:</b>	
1087V475	ONE (1) FREIGHT UNIT FRTUNIT	175	Included	Included	<b>Address 2:</b>	
2668V920	SPIRAL BINDING INSTALLATION UNIT ONE (1)	500	Included	Included	<b>City:</b> MILWAUKEE <b>County:</b> MILWAUKEE <b>State:</b> WI <b>Zip:</b> 53208-2698	
2668V919	SPIRAL BINDING MAINTENANCE UNIT ONE (1) - POP	500	Included	Included	<b>Contact:</b> Chris Mahsem <b>Ph #:</b> 414-475-8506 <b>Email:</b> mahsemcf@milwaukee.k12.wi.us	
					<b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b>	
					<b>IT Contact:</b> Chris Mahsem <b>Ph #:</b> 414-475-8506 <b>Email:</b> mahsemcf@milwaukee.k12.wi.us	
					<b>Billing:</b>	
					<b>Address 2:</b>	
					<b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b>	
					<b>Contact:</b> <b>Ph #:</b> <b>Email:</b>	
					<b>Elevator:</b> No <b>Loading Dock:</b> Yes <b># of Steps:</b> 0 <b>Hrs of Operation:</b> 9-5	
					<b>For CSA USE ONLY:</b>	
					Config: A   57088913	

Device Excluded from Maintenance		Maint Base Charge Section	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
<b>Item Code</b>	<b>Listed Items Description</b>	<b>Qty</b>	<b>Unit Pmt</b>	<b>Total</b>	<b>Ship To &amp; Maintenance Billing Information</b>	
					<b>Shipping:</b> <b>Delivery Date:</b>	
					<b>Address 2:</b>	
					<b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b>	
					<b>Contact:</b> <b>Ph #:</b> <b>Email:</b>	
					<b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b>	
					<b>IT Contact:</b> <b>Ph #:</b> <b>Email:</b>	
					<b>Billing:</b>	
					<b>Address 2:</b>	
					<b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b>	
					<b>Contact:</b> <b>Ph #:</b> <b>Email:</b>	
					<b>Elevator:</b> <b>Loading Dock:</b> <b># of Steps:</b> <b>Hrs of Operation:</b>	
					<b>For CSA USE ONLY:</b>	

## ATTACHMENT B, CANON MAINTENANCE TERMS AND CONDITIONS

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

### 1. Maintenance.

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

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

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

**ADDITIONAL SERVICE REQUIREMENTS FROM MASTER AGREEMENT:**

**4.4.3. Service Requirements**

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

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

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

**vi) Replacement Equipment**

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

**vii) Service Zones**

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

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

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

**viii) Service Logs**

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

**ix) Equipment Relocation**

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

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

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

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

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

**c) Meter Read Invoicing**

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

**d) Service Level Calculations**

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

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

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

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

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

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

### 1. Installation and Site Preparation

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

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

### 2. Supplies

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

### 3. Maintenance

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

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

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

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

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

**3.4 Services for Additional Charge**

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