
TULSA COUNTY

**PURCHASING
DEPARTMENT**

MEMO

DATE: OCTOBER 1, 2013

FROM: LINDA R. DORRELL
PURCHASING DIRECTOR



TO: BOARD OF COUNTY COMMISSIONERS

SUBJECT: CUSTOMER AGREEMENT-CANON SOLUTIONS AMERICA, INC.

SUBMITTED FOR YOUR APPROVAL AND EXECUTION IS THE ATTACHED CUSTOMER AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE TULSA COUNTY ENGINEERING DEPARTMENT AND CANON SOLUTIONS AMERICA, INC. FOR EQUIPMENT, CONSUMABLES, PROFESSIONAL SERVICES, AND SOFTWARE FOR USE IN THE ENGINEERING DEPARTMENT AS PER ATTACHED DOCUMENTATION.

RESPECTFULLY SUBMITTED FOR YOUR APPROVAL AND EXECUTION.

LRD/sks

ORIGINAL: PAT KEY, COUNTY CLERK, FOR THE OCTOBER 7, 2013 AGENDA.

COPIES: COMMISSIONER JOHN M. SMALIGO
COMMISSIONER KAREN KEITH
COMMISSIONER RON PETERS
MARK LIOTTA, CHIEF DEPUTY
MICHAEL WILLIS, CHIEF DEPUTY
VICKI ADAMS, CHIEF DEPUTY
TOM RAINS, COUNTY ENGINEER

Canon Solutions America, Inc.

Customer Agreement

Division: WFPS
 Order Type: Sale
 Hardware

Contract No:
 Agreement No: 403453-03
 Rep No: 1153

Customer's Sold To Address	Customer's Ship To Address
Company Name: <u>Tulsa BOCC on behalf of Tulsa County Engineering</u> DBA: _____	Company Name: <u>-- See Site Surveys --</u> DBA: _____
Contact Name: <u>Tom Rains</u> Type of Entity: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> LLC (check one)	Contact Name: _____
Address: <u>500 S DENVER AVE</u> Address: _____	Address: _____
City: <u>TULSA</u> County: <u>TULSA</u>	City: _____ County: _____
State: <u>OK</u> Zip: <u>74103-3838</u> Phone: <u>918-596-5736</u>	State: _____ Zip: _____ Phone: _____

Product/Equipment Supplies Description (Include serial numbers and meter counts when required)	Requested Delivery	Qty.	Pre-pack	Warranty (ref Days)	List Price	Trade-in / Discount	Installation/ Delivery	Addenda Totals	Total Net Price
A PW360	09/15/2013	1		90			\$578.00	\$6,060.00	\$13,043.00
B SCEXP2		1		90			\$414.00		\$3,814.00
C									
D									

Billing Frequency	Agreement Term	Intro or Equipment Rental Data	Special Delivery Charges
Minimum Rental Payment	Initial Term	Minimum Payment	Excess Rigging
		Cost per Copy	Total (Exclusive of Sales/Use Tax & Maint)
Minimum Maintenance Payment	Payment No. To	Trade in Equip	K-16 Summer Shut-Off (DPS Only)
	Payment No. To	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	Payment No. To	PO Required	
Copy Allowance	Payment No. To	Tax Exempt	
	Payment No. To	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		Supplies Incl.	
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Service (Also used for Rental Copy Allowances/Charges.)				Service Charge	Service Addend	Excess Meter Charge/SmartClick Charge (Copies will be billed separately)	Service Pricing Fixed
Number of Square Foot/Linear Foot/SmartClick/Copies	Allowance	Zone					
A B&W Clr Scan					B&W Clr Scan	<input type="checkbox"/> Yes <input type="checkbox"/> No Months	
B B&W Clr Scan					B&W Clr Scan	<input type="checkbox"/> Yes <input type="checkbox"/> No Months	
C B&W Clr Scan					B&W Clr Scan	<input type="checkbox"/> Yes <input type="checkbox"/> No Months	
D B&W Clr Scan					B&W Clr Scan	<input type="checkbox"/> Yes <input type="checkbox"/> No Months	

Acceptance	Optional Service
Customer Signature acknowledges receipt of 3 (#) documents (See documents listed below) which are incorporated into this document by reference.	After Hours Coverage
DOCUMENT NAME	Opt. Coverage
Customer Agreement Addendum For Additional Product/Equipment	Add'l Service Charge
Customer Agreement Terms and Conditions	Call Out Charge
Site Survey	
	A <input type="checkbox"/> Yes <input type="checkbox"/> No
	B <input type="checkbox"/> Yes <input type="checkbox"/> No
	C <input type="checkbox"/> Yes <input type="checkbox"/> No
	D <input type="checkbox"/> Yes <input type="checkbox"/> No
	Comments
	Contract Compliance Code: 999 - N/A - N/A
	Please see addenda for warranty information.

Customer Authorized Signature	CSA Authorized Signature
Customer Name: <u>BOCC on behalf of Engineering</u>	Date: <u>9/27/13</u>
Authorized Signature: _____	Accepted by: <u>[Signature]</u>
Name (print): <u>Karen Keith</u>	Name (print): <u>Jack McNulty</u>
Title: <u>Chairman of BOCC</u> Date: <u>10/07/13</u>	<u>Vice President - Finance</u>
State of Organization: <u>Oklahoma</u>	Canon Solutions America, Inc. • 5450 N. Cumberland Avenue • Chicago, IL 60656
FEIN/ SSN	

By execution hereof, the signer certifies that (s)he has read the entire Agreement, that CSA or its representatives have made no agreements or representations except as set forth herein and that (s)he is duly authorized to execute the Agreement on behalf of Customer.

APPROVED AS TO FORM:

Form # USA9500 rev 12/17/12

[Signature]
 Assistant District Attorney

Customer Agreement Terms and Conditions

Common Terms

1.0 DEFINITIONS.

- a. **Agreement** means this Customer Agreement and all schedules, amendments, and/or addenda attached hereto or made a part thereof.
- b. **Client Software** means that portion of the Software that resides in, and operates on, the desktop or portable computers in use by Customer or third parties and which provides access to the Server Software and computer system resources shared and used by the Software.
- c. **Confidential Information** means Firmware, Software, Documentation, technical service manuals, service bulletins, databases, customer lists, pricing, results, discounts and/or such other information as is marked as "confidential" by a party hereto.
- d. **Consulting Services** means consulting provided by CSA as relates to the Firmware and/or Software. Consulting Services may be provided by CSA at any time during the term of this Agreement. Consulting Services, if any, and the price therefore are set forth on the Customer Agreement Addendum or on a separate statement of work signed by CSA and Customer.
- e. **Consumables** means toner, developer, paper, photoconductor or ink, as the case may be to be used, in conjunction with or for the Equipment.
- f. **Cover Sheet** means the front page of this Agreement.
- g. **CSA** means Canon Solutions America, Inc.
- h. **Customer** means the business entity defined on the Cover Sheet.
- i. **Documentation** means documents and other materials provided to Customer to support use of Product(s).
- j. **Educational Services** means training provided by CSA as relates to the Product(s), Firmware and/or Software.
- k. **Excess Charge** means charges in Excess of the Square Foot/Linear Foot or SmartClick Allowance specifically set forth on the Cover Sheet.
- l. **Effective Date** means (i) the date the installation is completed; or (ii) for Software which is not installed during the installation of the Equipment, the date the Software is enabled or shipped; or (iii) in the case of conversions or trials, the date specified by CSA.
- m. **Equipment** means printing and/or scanning equipment, including accessories and ancillary equipment each and all of which is identified by model number on the Cover Sheet, excluding NOLI Products.
- n. **Firmware** means software embedded in Equipment in object code form, incidental to operation of the Equipment, licensed by the Equipment manufacturer to Customer or for which CSA has the right to sublicense to Customer.
- o. **Implementation Services** means services relating to the implementation of Firmware and/or Software and which are rendered at or about the time of Equipment installation and may include (but shall not be limited to) review of print applications, validation of hosts and network paths, validation of system configuration(s), and overview of printer/server operation. Implementation Services acquired hereunder, if any, and the costs thereof are set forth on the Customer Agreement Addendum.
- p. **Installation** means the Equipment is ready for commercial operation in accordance with manufacturer's published specifications.
- q. **Installation Site** means the Customer's "Ship To" address specified on the Cover Sheet and to which Customer requests that CSA ship the Equipment or Software. Delivery will be made to the Installation Site.
- r. **Maintenance** means the repair and/or replacement of parts, subassemblies, and Firmware to keep the Product(s), and if applicable NOLI Products, in good working order per manufacturer's or CSA's written specifications, as the case may be, provided that repairs can be performed in the field. Parts required for repair may be used or remanufactured in accordance with CSA's specifications. Maintenance may be provided by CSA or a third party subcontracted by CSA.
- s. **NOLI Products** means Non-Océ Listed Items, which may include hardware, software (and specifically Third Party Software), equipment, supplies, service, warranty, network equipment and other items not listed in CSA's price list and as designated on the Customer Agreement Addendum.
- t. **Parts** means all parts certified by CSA as meeting manufacturers' and/or CSA specification, as the case may be, and which are required to provide Maintenance to Products. Such certification requirements shall be determined solely by CSA.
- u. **Product** means Equipment, Consumables, Maintenance, Professional Services, Educational Services and Parts provided hereunder, excluding NOLI Products.
- v. **Professional Services** means collectively Implementation Services, Educational Services and Consulting Services each of which as such services relate to Software acquired hereunder. Professional Services, if any, and the rates therefore, are specified in the Customer Agreement Addendum.
- w. **Server Software** means that portion of the CSA Software that resides in, and operates on, the computer systems of Customer which allow access by the Client Software to shared computer system resources, including data files and databases.
- x. **Service Charges** means charges invoiced by CSA for Maintenance Services and/or Software Support and or charges based on use.
- y. **SmartClick™** means a CSA proprietary measurement derived from (1) the amount of toner used; plus (2) the area of media used, for each application printed on the Equipment.
- z. **Software** means all computer software programs provided by CSA, whether embedded in Product(s) or provided via separate media or download; the Software includes, but is not limited to, Firmware, and Third Party Software and software that is set forth in the Customer Agreement Addendum.
- aa. **Software Support** means access to CSA support specialists for operator questions, installation support, explanation of Software features and functionality, network connectivity questions, and other software support issues. Software Support includes making available updates, fixes, minor enhancements and improvements to the current version of the Software and/or Firmware and correcting reproducible errors in Firmware or Software which errors are caused by defects in the software. Software Support does NOT include (i) administration of servers or database products; (ii) support of Firmware or Software installed on equipment using "beta" or operating systems not supported by CSA; (iii) resolution of network errors not directly related to Firmware or Software; or (iv) installation, setup or support of third party products not supported by CSA or software not acquired from CSA. Software Support does not include updates, upgrades and new releases or versions of third party products sold with or used in conjunction with Software.
- bb. **Third Party Software** means software authored by third parties other than CSA and made available by CSA to Customer and which requires Customer to enter into a license agreement directly with the third party software provider. Third Party Software provided hereunder is set forth on the Customer Agreement Addendum.

2.0 This Agreement governs the provision of Products and NOLI Products identified on the Cover Sheet and/or Customer Agreement Addendum and shall be in effect from the earlier to occur of: (i) the date the Agreement, signed by Customer, is countersigned by CSA; or, (ii) shipment of the Product; or, (iii) performance of any Professional Services and/or Maintenance. Once this Agreement becomes effective and legally binding as set forth in this Section, it is non-cancelable. CSA has no responsibility for the decision or effect of the decision of Customer to acquire NOLI Products, even if CSA helps Customer identify, evaluate or select such NOLI Products. Customer and CSA shall sign a separate addendum ("Supplemental Agreement") in connection with the purchase of such NOLI Products.

3.0 EQUIPMENT. Products shipped hereunder, unless otherwise specifically set forth in the Cover Sheet or Customer Agreement Addendum may, in CSA's sole discretion, be New/Newly Manufactured, Factory Produced New Model, Like New, Remanufactured, Refurbished or Used. With respect to Wide Format Equipment, CSA may ship (at CSA's sole discretion) any Equipment type defined above. "Factory Produced New Model" means Equipment that has been disassembled, cleaned, refinished, inoperable components replaced with new or used components. Such Equipment is newly serialized Equipment with new features and/or functions. Customer is the first user of this Equipment, which is fully tested to assure product performance and reliability specifications. "Like New" means Equipment previously on trial, used as a demo unit, shown at a trade show or equipment with nominal foot/copy count. All Like New Equipment has been maintained by CSA, has not been pre-owned by any other party and has a nominal foot/copy count from a controlled pre-production environment. "New/Newly Manufactured" means Equipment that is newly assembled and which may contain a limited number of used components that have been thoroughly inspected and tested to assure product performance and reliability specifications. "Refurbished" means Equipment that has been under CSA maintenance, has been tested to ensure full functionality and reliability to specifications. "Remanufactured" means Equipment that has been disassembled, cleaned, refinished, inoperable components replaced with new or used components and is fully tested to assure product performance and

reliability specifications. Meters have been reset to zero. "Used" means Equipment that has been maintained under CSA's authorized technical standards. Used Equipment is offered without warranty.

4.0 DELIVERY; RISK OF LOSS; INSURANCE. Delivery dates provided for by CSA are estimates only and CSA shall not be liable for delays in delivery due to causes beyond CSA's reasonable control. Customer is responsible for freight, delivery and rigging charges unless otherwise agreed. Notwithstanding any other provision herein and in addition to Service Charges, CSA may assess a fuel surcharge ("Fuel Surcharge") to offset increase in fuel expenses. Risk of loss shall pass to Customer upon delivery to Customer's loading dock. From the time of shipment until Customer's payment obligations have been satisfied, Customer agrees (a) to give CSA prompt written notice of any damage to or loss of the Equipment or any occurrence arising from the possession, use, or operation of the Equipment resulting in death, bodily injury or damage to property; and (b) to maintain, at its expense, comprehensive general liability and property insurance covering the Equipment in an amount at least equal to the Equipment purchase price.

5.0 TITLE; SECURITY INTEREST; TRADE-IN. Customer agrees to immediately notify CSA in writing of any change in Customer's name or address or jurisdiction of organization, or discontinuance of its place or places of business. Prior to payment being made in full, Customer shall not move the Products from the Installation Site without first obtaining prior written consent from CSA. Title to Products (except with respect to Software) shall pass to Customer upon payment in full. CSA shall retain a first priority security interest in the Products and all proceeds therefrom until all purchase payments due CSA have been made. As security for the payment of all amounts due to CSA, Customer hereby grants to CSA a purchase money security interest in the Products and all proceeds thereof (including insurance proceeds). To the extent permitted by applicable law, Customer hereby authorizes CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Products including attachments, replacements, substitutions, modifications and additions thereto. Customer agrees to reimburse CSA upon demand for all costs incurred in connection therewith. Customer represents and warrants that any trade-in equipment is free and clear of all liens and encumbrances of any kind and that marketable title shall vest in CSA upon CSA's receipt of the trade-in equipment. Customer shall be responsible for related freight charges and trade-in equipment shall be packed in accordance with the manufacturer's specifications.

6.0 INSTALLATION AND SITE PREPARATION. CSA shall install the Equipment at the Installation Site. In no event shall Installation be later than thirty (30) days after delivery of the Equipment, except if delay is due solely to CSA. Customer shall be ready to timely receive the Equipment and shall have the area at the Installation Site prepared and ready to receive the unit of Equipment or the Software in accordance with CSA's power, environmental and other requirements prior to its delivery, including providing adequate power, analog phone line(s) and computers and/or network connection(s) (if required for the unit of Equipment), lighting, humidity, HVAC, and security. Installation services may be provided by an independent contractor at CSA's discretion. Installation services include uncrating, unpacking, connection to peripherals, power, communication and other utilities, and rendering the Equipment or Software ready for use. All site preparation, including electrical wiring, air conditioning and necessary permits or approvals, is Customer's responsibility. Unless otherwise specified in the Cover Sheet and/or Customer Agreement Addendum, Customer operator training is available from CSA at its training rate in effect at the time of such training pursuant to Section 24.0. Customer must complete a CSA site survey, or equivalent CSA form, prior to installation of any Equipment or Software that will be connected to Customer's computer network. In reliance on this information, CSA will either proceed with the installation, or advise Customer of potential problems that may limit functionality. If such survey has been completed and delivered to CSA, or if there are any changes to Customer's computer network or software, any attempts by CSA to remedy such problems will be at its standard charges then in effect, and CSA makes no representation or warranty that it can remedy such problems.

7.0 PAYMENT AND TAXES. Payment of the purchase price and other charges is due thirty (30) days from the date invoiced. Service Charges are billed for full month periods. If Equipment is installed on other than the first of the month, then Service Charges shall be pro-rated from the install date to the end of the month; in addition, use charges shall be charged based on the meter read for the same period. Once per twelve month period, CSA may adjust pricing for Maintenance Service Charges, or any component thereof, supplies and other materials, by a maximum of fifteen percent (15%). Customer shall pay on demand a late fee equal to the lesser of 1.5% per month or the maximum rate permitted by law, on all overdue payments whether such payments are due prior to or after a notice of default. All payments shall be made at the office of CSA set forth above, or at any other place designated by CSA. Customer shall pay or reimburse CSA for all costs of collection (including reasonable attorneys' fees, litigation expenses and court costs) of any overdue amounts. Customer shall pay or reimburse CSA for all license fees, duties, privilege, sales, use, excise, stamp, and other similar taxes and charges now or hereafter imposed upon this transaction or relating to the ownership, sale, use or operation of Equipment (exclusive of franchise taxes or taxes based upon CSA's net income).

8.0 DEFAULT AND REMEDIES.

- a. Any of the following shall constitute a default by Customer ("Default"):
 - (i) failure to pay any amounts when due and such failure remains unremedied for ten (10) days from the due date; or,
 - (ii) failure to comply with any provisions or perform any of its obligations arising under this Agreement or under any other documents or agreements relating to this Agreement, and such failure remains unremedied by Customer for a period of twenty (20) days.
- b. Upon Default, CSA may exercise any one or more of the following remedies (which remedies shall be cumulative):
 - (i) terminate this Agreement and/or any applicable Schedule;
 - (ii) declare all amounts due from Customer immediately due and payable in full;
 - (iii) secure peaceable repossession and removal of the Products by CSA or its agent without judicial process and sell or lease at such place as CSA may deem advisable and CSA may be the purchaser at any such sale;
 - (iv) require Customer to pay all expenses, including reasonable attorney fees and costs, in connection with the retaking, refurbishing, selling or the like of the Products;
 - (v) exercise any other right or remedy available to it under the Uniform Commercial Code or any other applicable law or proceed by appropriate court action to enforce this Agreement or recover damages for breach thereof. To the extent permitted by applicable law, Customer waives all rights it may have to limit or modify any of CSA's rights and remedies under this Agreement, including but not limited to, any right to require CSA to dispose of the Products or otherwise mitigate its damages.

9.0 WARRANTY. CSA warrants that on completion of Installation, Equipment will be (i) in material conformance with the manufacturer's published specifications, (ii) qualified for CSA's standard maintenance services; (iii) free from material defects in workmanship and materials. All parts found to be defective during installation shall be repaired or replaced at the option of CSA. All parts replaced under this warranty shall become the property of CSA. If a warranty period is marked on the Cover Sheet, then warranty shall continue from Installation for the period set forth on the Cover Sheet. Customer's sole and exclusive remedy for breach of the foregoing warranty shall be to reject the Equipment and cancel the affected Equipment Schedule. In no event shall a breach of this warranty give rise to a claim for damages against CSA. CSA's obligation hereunder is limited to the repair or replacement (at CSA's option) of any Equipment, material or part which does not conform to this warranty. The warranty set forth herein applies only to New/Newly Manufactured, Factory Produced New Models, Remanufactured or Refurbished Equipment and is conditioned upon Customer giving prompt notice to CSA of any discovered defects. CSA is not obligated by this warranty to perform repairs or parts replacement for defects or damage resulting in whole or part from (i) alteration, relocation, repairs, or use of parts, software or services not provided by CSA or its authorized representative, (ii) accident, (iii) abuse, willful misconduct, or negligence; (iv) the acts or omissions of Customer. The repair or replacement of expendable items (for example photoconductor drums, fuser rollers, and inkjet print heads) are not covered by this warranty or Maintenance. The foregoing examples do not comprise a complete list and expendables may vary on different products and CSA shall maintain the complete list of expendable items. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CSA provides no warranty for NOLI Products. For NOLI Products, Customer may receive a warranty directly from such product or software vendor.

10.0 LIMITATION OF LIABILITY. EXCEPTING AS TO A VIOLATION OF THE SOFTWARE LICENSE TERMS HEREOF BY CUSTOMER, NEITHER PARTY, NOR CSA'S SUPPLIERS, SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, DATA, REVENUE OR PROFIT, OR FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR DAMAGES SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY ANY THIRD PARTY INCLUDING CUSTOMERS OF CUSTOMER, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. CSA'S MAXIMUM LIABILITY FOR ANY CLAIM FOR DAMAGES RELATING TO ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT SHALL BE LIMITED: (A) WITH REGARD TO EQUIPMENT, TO THE PURCHASE PRICE OF THE EQUIPMENT; (B) WITH REGARD TO SOFTWARE, TO THE LICENSE FEE OF THE SOFTWARE; (C) WITH REGARD TO MAINTENANCE, TO AN AMOUNT EQUAL TO TWELVE (12) MONTHS OF MONTHLY MAINTENANCE CHARGES FOR THE RELATED EQUIPMENT, SOFTWARE OR SERVICES GIVING RISE TO SUCH DAMAGES; AND (D) WITH REGARD TO PROFESSIONAL SERVICES, TO THE AMOUNT PAID FOR THE PROFESSIONAL SERVICES GIVING RISE TO SUCH DAMAGES.

11.0 INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS. CSA agrees to defend Customer against and hold Customer harmless from, claims, costs (including reasonable and necessary attorney fees), damages, demands judgments and liabilities arising out of the claims of third parties that a Product (but specifically excluding Third Party Software and NOLI Products) infringes such third party's United States patent, copyright or other intellectual property right and CSA agrees to pay the resulting costs, damages and attorneys' fees finally awarded, provided that Customer promptly notifies CSA in writing of the claim and fully cooperates with CSA and CSA has sole control of the defense and all related settlement negotiations. CSA's obligation under this Section is conditioned on Customer's agreement that if such Products (except Third Party Software or NOLI Products, or the use thereof), becomes, or in CSA's opinion is likely to become, the subject of such a claim, Customer shall permit CSA, at CSA's option and expense, either to procure the right for Customer to continue using the Products or to replace or modify the Products so that it becomes non-infringing, and if neither of the foregoing alternatives is available on terms which are reasonable in CSA's judgment, Customer shall return the Product upon the request of CSA. Upon such return, CSA shall refund the applicable Product purchase price paid by Customer, less depreciation deducted on a five year straight-line basis. CSA shall have no liability for any claim based upon or any damages attributable to: (i) the combination, operation or use of the Equipment or Software with equipment or software not supplied or authorized in writing by CSA; (ii) modification of the Equipment or Software; or (iii) Equipment or Software made pursuant to specifications furnished by Customer. The foregoing states the entire obligation and liability of CSA with respect to infringement of patents, copyrights or other intellectual property rights. Customer shall indemnify and hold CSA harmless from and against any liability and expense, including reasonable attorneys' fees incurred by CSA in connection with any claim that the Equipment or Software, or any part thereof, custom made pursuant to specifications furnished by Customer infringes any third party's patent, copyright or other intellectual property right.

12.0 CONFIDENTIALITY. Customer shall maintain the confidentiality of Confidential Information and shall not disclose any Confidential Information to any third party without first having obtained the written approval of CSA. Customer shall not sell, transfer, distribute, disclose or otherwise make available the Confidential Information to any third party and shall secure and protect it from disclosure and shall take such action as is necessary with its employees (including contractors and temporary help) and other persons permitted access to them to satisfy Customer's obligations hereunder. Neither party will use for any purpose, other than performing this Agreement, or disclose to any third party any trade secrets or non-public information of the other party or its affiliates including, but not limited to, marketing information and strategy, marketing models, product information, advertising and promotional copy, pricing information, financial information, customer lists, test results, and all other proprietary information, trade secrets and non-public information. The parties agree to restrict circulation of all of such information within their own organization, except to the extent necessary to perform its obligations, and in no case will any disclosure be made to any third party, unless such disclosure is requested or required in any judicial or administrative proceeding or otherwise required by law. Upon termination of this Agreement, Customer shall either (i) return all Confidential Information to CSA, including the Documentation, and all copies thereof, or (ii) at CSA sole option, certify to CSA in writing that the Confidential Information, including the Documentation, and all copies thereof, has been destroyed. CSA makes no representations as to the destruction of Customer data on returned Equipment that contain Customer data, and shall not otherwise be liable for failure to destroy such Customer data, or for the release of same. Any information on Equipment returned to CSA shall not be considered confidential or proprietary nor shall be subject to applicable agreement provisions pertaining to same. Security software/hardware on products that do not contain standard hard disk drive overwrite capability may be available for purchase. This will enable the Customer to determine the level of security required without intervention from CSA, and to complete erasing of data prior to pick-up.

13.0 NOTICES; CHANGES. Notices, requests or other communications shall be in writing and delivered by (a) United States first class mail, postage prepaid, and addressed to the other party at the address set forth on the face of this Agreement (or to such other address as such party shall have designated by proper notice), (b) personal delivery or (c) commercial overnight delivery service. Such notices will be deemed to have been given on the date when received or acceptance refused. Each party consents to service of process by certified mail at its address above (or such other address as it shall have designated by proper notice) in connection with any legal action brought by the other party. Customer authorizes CSA to fill in descriptive material in the Schedule (including serial numbers) and to correct any errors under the Agreement or Schedule. Upon reasonable notice, provided there is no material adverse effect on performance, CSA shall have the right to change design, colors, materials or specifications of Equipment when it deems necessary.

Software License Terms

14.0 SOFTWARE. In some cases CSA makes available to customers licenses of application software with or without third party support contracts. Such software shall be set forth on the Cover Sheet or Customer Agreement Addendum (the "Listed Software"). Customer is not acquiring title to or any interest in any Listed Software other than a license to use the Listed Software in conjunction with the Equipment. Listed Software is specifically set forth on the Cover Sheet and/or Customer Agreement Addendum. Software embedded in the Equipment is not specifically set forth on the Cover Sheet or Customer Agreement Addendum. If Customer is licensing software that is authored by third parties (for example, Adobe or Onyx software), Customer will enter into a license agreement directly with the licensor of such software. This is typically done during installation and registration of the software.

15.0 FIRMWARE. The license for Firmware is incidental to the operation and use of the Equipment in which it is embedded and the use thereof is limited to the Equipment in which the Firmware is embedded. Firmware support is provided as part of Maintenance. Customer must pay for Maintenance to receive support for Firmware. If Customer discontinues paying for Maintenance, Customer will not receive support, modifications, updates or enhancements for Firmware, however, Customer is permitted to use the Firmware solely with the Product(s) and "as is" with no obligation on the part of CSA with respect to such use or maintenance.

Product & Software Maintenance Terms

The following Product and Software Maintenance Terms are only applicable if Maintenance is being purchased by Customer under this Agreement.

16.0 MAINTENANCE TERMS AND CONDITIONS. Pricing and term for Maintenance purchased by Customer is set forth in the Cover Sheet and/or Customer Agreement Addendum. The following general terms and provisions apply to any and all Maintenance purchased hereunder:

- a. CSA's standard preventive Maintenance services will be provided during CSA's standard business hours (Monday through Friday, 8:30 AM to 5:00 PM local time, excluding CSA recognized holidays). The length and frequency of periods of time required for preventive maintenance are determined by CSA. Preventive Maintenance means testing, adjusting, cleaning and replacement of components scheduled in accordance with the Equipment service specifications. Maintenance performed on weekends, holidays (if available) or between 5PM and 8:30AM (at Customer's request) shall be billed at CSA's holiday rates in effect at the time of such service unless otherwise set forth in the Cover Sheet and/or Customer Agreement Addendum. Corrective Maintenance coverage will be provided as is specifically set forth in the Cover Sheet and/or Customer Agreement Addendum.
- b. Engineering changes, including safety changes, shall be performed as deemed necessary by CSA. If CSA cannot perform a safety modification through no fault of CSA, or, if Customer refuses to permit installation of a safety change or removes any component deemed by CSA as integral to maintaining the safety of the Equipment, CSA may discontinue Maintenance for all Equipment until the problem as identified by CSA is remedied by Customer.
- c. CSA warrants that all material and parts furnished pursuant to its obligations to provide Maintenance hereunder will be in good working order at the time of Installation, and CSA's obligation is limited to the repair or replacement of any material or part which does not conform to this warranty. CSA is not responsible for repairing or replacing parts, nor shall CSA be liable for providing or failing to provide Maintenance, to the extent that such repair or replacement is due to Customer's acts or omissions. All parts replaced during maintenance shall become the property of CSA. Parts used by CSA may, in CSA's sole discretion, be used, reconditioned or remanufactured in accordance with manufacturer's specifications.
- d. Customer shall: (i) provide CSA full, free and safe access to the Equipment for performance of Maintenance by CSA; (ii) allow CSA to store reasonable quantities of maintenance equipment and/or parts on Customer's premises; (iii) provide a suitable environment for the Equipment in accordance with manufacturer's environmental requirements; (iv) **if applicable, report to CSA by the last calendar day of each month, the monthly usage according to the meter reading in footage or images as applicable**; and (v) promptly inform CSA of any Equipment malfunctions or operating problems.
- e. Customer shall NOT interfere with the proper operation of the meter.
- f. If Customer does not report to CSA the monthly usage as required by Section 16.0(d) CSA will estimate any excess Meter Charges and payment will be due from Customer based upon such estimate.
- g. The Maintenance term shall commence upon installation of the Equipment or, if already installed, upon certification by CSA, or, at the conclusion of the Warranty period, if any.
- h. Maintenance shall be automatically renewed for successive one (1) year terms at CSA's then-current charges and under the terms and conditions herein unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. CSA may also notify Customer ninety (90) days in advance of the time of renewal that Maintenance for specific Products covered under this Agreement will not be renewed. Customer may terminate Maintenance in any renewal term upon thirty (30) days prior written notice. If Customer provides notice of Intent to terminate during the first thirty (30) days of Maintenance in a renewal term, Customer shall be responsible for the charges for the period of coverage up until the effective date of termination. After the first thirty (30) days of coverage in any renewal term, Customer may provide notice to terminate Maintenance subject to a termination charge equal to the monthly charges for twelve (12) months or the period of Maintenance remaining in the renewal term, whichever is less. For prepaid agreements, CSA will refund or credit the pro rata price of the remaining term less the applicable termination charge.
- i. CSA shall not be obligated hereunder to provide Maintenance or warranty services determined by CSA to be necessary due to or caused by, in whole or part: (i) failure to continually provide a suitable environment in accordance with CSA'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 CSA'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; (iv) alteration of Equipment, including any deviation from Equipment design, unless previously authorized in writing by CSA; (v) attachment(s) to the Equipment, including connection of devices not supplied by CSA, which cause the Equipment to malfunction, unless previously authorized in writing by CSA; (vi) use of improper, or inadequate use of or failure to use, supplies; (vii) the use of forms not in compliance with CSA's paper specifications; (viii) maintenance or repair services performed by Customer or a third party without written authorization from CSA; or, (x) pre or post processing Equipment disconnected from the printing system to which it was originally installed unless previously authorized in writing by CSA. If in CSA's sole opinion, Equipment has been rendered unrepairable, then CSA may refuse to render services under this Agreement and may terminate this Agreement.
- j. In the event Customer removes a Product covered by Maintenance from the Installation Site, breaches this Agreement (or any other agreement it has with CSA), or, in the event CSA declares an end of life date with respect to a Product (provided CSA has given customer no less than ninety (90) days prior written notice of such end of life date), CSA may withdraw such Product from maintenance coverage under this Agreement in which case Customer shall not be entitled to any refund for any payments made hereunder.

17.0 ORDERING OF SUPPLIES AND OTHER MATERIALS. Customer orders for supplies, Customer or field replaceable units, consumables, expendables or any other materials (a) must include a valid Customer purchase order number; (b) are shipped to Customer FOB, CSA's warehouse; and (c) are subject to a thirty percent (30%) restocking fee if accepted for return by CSA pursuant to its Material Return Authorization (MRA) procedure. If Customer requires a carrier other than CSA's preferred carrier(s), the order will be subject to a surcharge plus actual delivery charges. "Expedite/Emergency Orders" are any orders, regardless of the shipping method, that per Customer's request, must be shipped on the same day as ordered and such Expedite/Emergency Orders are subject to an expedite surcharge plus actual delivery charges. Non standard carrier and Expedite/Emergency Order surcharges are subject to change without notice. Claims for shortages, damages in transit or lost shipments, as well as invoice discrepancies must be made within thirty (30) days of receipt or invoice date (whichever is applicable). Customer agrees that it is purchasing only toner/developer and that the bottles are and will remain the property of CSA. Moreover, empty toner bottles for certain models are recycled by CSA in accordance with its environmentally friendly practices. Accordingly, Customer agrees to return to CSA those empty toner bottles for those certain models that are shipped to Customer with pre-paid return labels using such pre-paid labels. IN THE EVENT CSA DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER HAS ORDERED CONSUMABLES BEYOND ITS REASONABLE REQUIREMENTS BASED ON INDUSTRY ACCEPTED CLICK VOLUME MEASUREMENTS, CSA MAY, IN ITS SOLE DISCRETION, UPON REASONABLE DEMONSTRATION OF SUCH EXCESS USE TO CUSTOMER, BILL CUSTOMER THE LIST PRICE OF THE EXCESS CONSUMABLES.

18.0 MAINTENANCE SERVICE CHARGES. For the period covering the Effective Date to the date that monthly billing commences for the first Minimum Maintenance Payment set forth on the Cover Sheet ("Interim Period"), Customer shall pay CSA an amount equal to the Minimum Maintenance Payment divided by 30 and multiplied by the number of days in the Interim Period. Such amount shall be due and payable on the tenth day following the date that monthly billing commences. CSA shall invoice the Minimum Maintenance Payment in advance and shall invoice the Excess Meter Charges and other usage fees ("Maintenance Service Charges") periodically as indicated on the Cover Sheet. If applicable, Customer provide meter readings by the last calendar day of each month the monthly usage by a CSA approved method. Should such meter readings not be provided in a timely fashion, Excess Meter Charges may be estimated by CSA. Except for wide format products, when supplies are included in the Minimum Maintenance Payment, Customer is entitled to the amount of toner which, on average, covers six percent (6%) of the media unless another coverage rate is specified in an applicable program or document. Notwithstanding any other provision herein and in addition to Maintenance Service charges, CSA may assess a fuel surcharge ("Fuel Surcharge") to offset increases in fuel expenses. The Equipment may contain software that allows CSA to access the Equipment remotely ("Remote Software"). In such cases, Customer authorizes CSA to use the Remote Software to (a) receive software updates and transmit use and service data accumulated by the Equipment over Customer's network by means of an HTTPS protocol and (b) store and analyze such data solely for CSA's own purposes related to servicing the Equipment and for product improvement. Customer hereby requests that CSA enable the Remote Software on the Equipment listed on the Cover Sheet and/or Customer Agreement Addendum.

19.0 EXCLUSIONS. The following are not within the scope of Maintenance Service or warranty: (i) provision and installation of optional retrofits; (ii) enhancement of any feature of the Product(s); (iii) services connected with Product(s) relocation; (iv) installation/removal of accessories, attachments, or other devices; (v) exterior painting or refinishing of Product(s); (vi) maintenance, installation, or removal of Product(s) or devices not provided by CSA; (vii) performance of normal operator functions as described in applicable CSA operator manual(s), including, but not limited to, loading of toner and/or paper; (viii) performance of services necessitated by accident, negligence, temperature, inadequate ventilation, power failure, improper electrical power, unauthorized alteration of Product(s), tampering, service by other than CSA, causes other than ordinary use, improper supplies or accessories, interconnect of Product(s) by electrical or electronic, or mechanical means, with incompatible Product(s), or failure to use CSA operating system software; (ix) performance of services necessitated by the introduction of a computer virus or other bug into the Product(s); (x) repair or replacement of Expendable Items listed in Common Terms, Section 9 above; and (xi) performance of service necessitated by any modification, alteration or any other change whatsoever of Customer's computer system into which the Product(s) is integrated or otherwise connected. Maintenance provided by CSA to resolve an exclusion set forth under this paragraph shall be billed at CSA's (i) then published hourly service rates and minimum charges for service time, including travel and waiting time; (ii) parts and material prices then in effect; and (iii) charges for shipping and travel expenses.

20.0 CUSTOMER RESPONSIBILITIES. Customer agrees: (a) not to use paper, recycled paper, parts, photoconductors, toner, or other supplies which will cause a need for excessive service and (b) that replaced parts are the property of CSA.

21.0 SOFTWARE SUPPORT.

The following terms are applicable only if Software Support is made available to Customer through Customer's purchase of "Incidents":

- (i) For certain Equipment, Software Support is provided on a "per Incident" basis. An "Incident" is defined as a question related to a specific issue with regard to the maintained Software that can be resolved telephonically by isolating its origin to a single cause.
 - (ii) Incidents may be purchased individually or in quantities as in accordance with CSA's policy. Any such Incidents purchased by Customer are set forth on the Customer Agreement Addendum. An Incident will be considered "used" when CSA: (1) corrects the problem; (2) creates a reasonable work-around; (3) provides information in response to a Customer question; or (4) isolates the cause of the support issue to product provided by a party other than CSA. An Incident will not be considered "used" if the problem results from a defect in maintained Software for which no Software patch or workaround is then available from CSA. Issues that CSA determines cannot reasonably be resolved as Incidents may be escalated, with the consent of Customer, to a CSA Software Engineer or scheduled for on-site support at CSA's then-current consulting rates. CSA DOES NOT REPRESENT OR WARRANT THAT ALL SOFTWARE ISSUES CAN OR WILL BE RESOLVED AS INCIDENTS. Incidents purchases are non-transferable and non-refundable. Incidents not used by Customer shall expire at the end of the Maintenance Service Initial Term or the applicable Maintenance Service Renewal Term. At the start of each Maintenance Service Renewal Term, Customer shall receive the same number of Incidents purchased during the Maintenance Service Initial Term unless Customer purchases additional Incidents in accordance with CSA's then-current policy.
 - (iii) CSA will provide Software Support through the use of Incidents to those Customer employees who have been issued an ID code providing email/telephone access to the CSA 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.
 - (iv) An overview of the total number of Incidents purchased, number used and number remaining available for use are available by contacting the Software Support Center with access provided using the Customer's ID code.
 - (v) Software Support does not include: (1) training; (2) maintenance materials; (3) on-site support; (4) on-site implementation, installation or integration support; (5) re-installation of Software on computer equipment supplied by CSA after modification of such computer equipment by Customer (such as installation of memory, disk, interface boards, other software, etc.); (6) re-installation or re-initialization of Software after changes in a networking system or alteration of the parameters of Customer's current networking system; or (7) support or service required because of the upgrade of any software not licensed by CSA, such as operating system or utilities software, even if running on computer equipment supplied by CSA. CSA may make these services available at CSA's then-current consulting rates. CSA reserves the right to decline to perform such services.
- c. It is the responsibility of Customer to make and maintain adequate backups of data and configuration of Software. CSA shall not be liable for any losses (of data or productivity or of any other kind) resulting from rebuilding or reconfiguring Software to the original, factory configuration. Reloading, rebuilding and reconfiguring of server software may, at CSA's sole discretion, be chargeable at CSA's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time.

22.0 LICENSE FEE. The license for the various Software products listed herein is covered by a one time license fee for these products. In order to receive updates, fixes and enhancements (maintenance) for the Software products, Customer must continue to pay the maintenance fee which is identified on the face of the Customer Agreement next to the Software as "Service Charge". If Customer discontinues paying the maintenance fee, Customer will not receive maintenance, however, Customer is permitted to use the Software solely with the Product(s) and "as is" with no obligation on the part of CSA with respect to such use or maintenance, subject to the terms and conditions herein including those restricting the assignability of Software. With respect to third party software, CSA is a reseller of such software. Customer's license for such third party software is granted from the third party software provider and the terms of the license agreement that comes with that software must be referenced for updates, fixes and enhancements.

Professional Services Terms

23.0 All Professional Services provided hereunder shall be set forth on the Customer Agreement Addendum. A statement of work ("Statement of Work") shall be signed by Customer prior to commencement of any Professional Services. The Statement of Work shall include the completion date (if applicable), total cost, a description of the work to be performed, acceptance criteria (if applicable) and maintenance charges (if applicable). All work product created under a Professional Services statement of work and all ideas, improvements, know-how, discoveries, and techniques including without limitation, computer programs, routines and code, developed in connection with Professional Services shall be owned by CSA. CSA grants to Customer a personal, non-exclusive, non-transferable royalty-free limited license to use such work product in the United States solely for internal use and solely in conjunction with the Equipment identified in the Customer Agreement Addendum.

Educational Services Terms

24.0 All Educational Services shall be set forth on the Customer Agreement Addendum. The following terms are only applicable if Educational Services are purchased and apply to any and all Educational Services purchased hereunder:

- a. Educational Services are offered to Customer by CSA in the form of training sessions and are provided during CSA's standard business hours (Monday through Friday excluding CSA recognized holidays - 8:00 AM to 5:00 PM local time) unless Customer purchases after hour on-site training at additional cost. Training may take place at an CSA central training facility or at Customer's site as determined by CSA and Customer. Each training session is a one-time event or a one-time visit. Customers are charged separately for each training session. The composition and duration of each training session is determined solely at CSA's discretion.

- b. Unless otherwise set forth in a writing signed by both parties, standard CSA published rates apply. CSA published rates are subject to change without notice. Customer is responsible for Customer's travel and lodging expenses. CSA will bill Customer, and Customer agrees to pay, CSA's reasonable travel, hotel and other reasonable expenses in connection with Customer on-site training sessions.
- c. Training materials for each training session are provided to Customer and/or Customer's registrants as set forth under CSA's then current policy. Such training materials are CSA Confidential Information.
- d. Unless otherwise agreed in writing, Educational Services must be completed within sixty (60) days after the date of Installation. In the event Educational Services are not completed within this time period and provided the delay is not due to CSA, Customer's Educational Services shall automatically terminate with no further obligation on the part of CSA, in which case Customer shall not be entitled to a refund. Monies paid towards a training session in connection with a specific model of Equipment or software is not transferrable to any other model of Equipment or software and may not be used by Customer to pay for any other Equipment, Maintenance, Professional Services or training offering.
- e. Cancellation. (i) CSA may cancel an on-site training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. If a training session is cancelled by CSA and CSA and Customer do not agree to reschedule such session, upon request of Customer, CSA will refund the purchase price for the cancelled training session. CSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such cancellation. (ii) CSA may reschedule a training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. CSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such rescheduling. (iii) Upon written notice to CSA received no less than five business days prior to the date of a scheduled training session, Customer may cancel such training session and receive a full refund of Customer's purchase price for such training session; or, Customer may reschedule such training session at a mutually agreeable time and place. If CSA and Customer do not agree on dates and location for a rescheduled session, upon request of Customer, CSA will refund the purchase price for the cancelled training session. In the event that CSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CSA for such costs and expenses. (iv) Monies received for a training session, the cancellation notice of which is received by CSA within five business days of the scheduled date for such training session, are not refundable. However, CSA may, within its sole discretion, apply such monies to a rescheduled training session. In any event, to the extent CSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CSA for such costs and expenses. (v) CSA is not obligated to refund any monies paid for registrants not attending any scheduled training session.

Miscellaneous

25.0 This Agreement shall constitute the entire agreement between Customer and CSA with respect to product(s), services and software. Any variance from or additions to the terms and conditions of this Customer Agreement, or any amendments, schedules or addenda, in any purchase order or other written notification from Customer will be of no effect. This Agreement may not be assigned by Customer without the written consent of CSA and shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, permitted successors and assigns. Customer may deliver the signed Agreement to CSA by facsimile or electronic transmission. By delivering the Customer signed Agreement to CSA by facsimile or electronic transmission, Customer intends and agrees that such facsimile or electronic transmission shall constitute an original of the Agreement, shall be legally binding on Customer as if the Agreement were manually signed by Customer and personally delivered to CSA, shall be the best evidence of the Customer's agreement and shall be admissible in any legal proceeding. CSA shall have no duty or obligation whatsoever to verify or inquire as to the validity, execution, signer's authority, or any other matter concerning the propriety of the facsimile or electronic transmission. No amendment hereunder shall be effective unless in writing, signed by the parties hereto and no waiver shall be effective unless in writing, signed by the party to be charged. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. Except for obligations of payment, neither CSA nor Customer shall be liable for nonperformance caused by circumstances beyond their control, during the time such circumstances exist including, but not limited to, work stoppages, floods, and Acts of God. Customer agrees that CSA may use Customer's name and/or logo in connection with press releases, marketing literature, advertising and other public announcements or publicity materials concerning the Products acquired by Customer from CSA. CSA does not acquire any ownership interest in any Customer trademarks. CSA shall properly attribute ownership of Customer's trademarks to Customer. The captions in this Agreement are for convenience only and shall not define or limit any of the terms hereof. This Agreement is the result of negotiation between the parties and, accordingly, shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CHOICE OF LAW RULES. Each party expressly and irrevocably agrees: (a) that any and all legal disputes whatsoever concerning this Customer Agreement and any amendments, schedules or addenda entered into hereunder, must be brought in the State or Federal courts located in New York, New York and that such courts shall have the exclusive jurisdiction and authority to resolve such disputes; (b) to submit to the jurisdiction of the State and Federal courts located in New York, New York, for purposes of resolving legal disputes concerning this Agreement and any Schedules entered into hereunder, and to waive any and all objections to personal jurisdiction and/or to venue; and (c) to waive any right to trial by jury in legal disputes concerning this Agreement and any amendments, schedules or addenda entered into hereunder.

**Canon Solutions America, Inc.
Amendment**

CSA Origination office: 5450 Cumberland Avenue Chicago IL 60656
 CSA Administrative office: 5450 Cumberland Avenue Chicago IL 60656

Customer: Tulsa BOCC
 Contract No: 403453 -03

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT # 403453-03 BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.

Section 7.0 Payment and Taxes: Re-write the paragraph as follows: "Payment of the purchase price and other charges is due thirty (30) days from the date invoiced. Service Charges are billed for full month periods. If Equipment is installed on other than the first of the month, then Service Charges shall be pro-rated from the install date to the end of the month; in addition, use charges shall be charged based on the meter read for the same period."

Section 8.0 Default and Remedies, Paragraph b, Item (iv): This section is deleted from the Agreement. Paragraph b, Item (v): The last sentence is hereby deleted.

Section 11.0 Intellectual Property Infringement: Delete the last sentence from the paragraph.

Section 12.0 Confidentiality: Delete "pricing information" from the third sentence.

Section 16.0 Maintenance Terms and Conditions, Paragraph h: Re-write the first sentence as follows: "Maintenance may be renewed for successive one (1) year terms upon mutual agreement of both parties and under the terms and conditions herein unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term."

Section 25.0 Miscellaneous: Delete "New York" and replace with "Oklahoma" and replace "New York, New York" with "Tulsa, Oklahoma".

Customer Authorized Signature		CSA Authorized Signature	
Customer Name: <u>Tulsa BOCC</u>		Date: <u>9/27/13</u>	
Authorized Signature: _____		Accepted by: <u>[Signature]</u>	
Name (print): <u>Karen Keith</u>		Name (print): <u>Jack McNulty</u>	
Title: <u>Chairman of BOCC</u> Date: <u>10/07/13</u>		Title: <u>Vice President - Finance</u>	

APPROVED AS TO FORM:

[Signature]
 Assistant District Attorney



Site Information

Customer Name: COUNTY OF TULSA

Department: Engineering Floor: 3rd Room/Suite: _____

Address: 500 S DENVER AVE

City: TULSA State: OK Zip: 74103-3838

Contact Name:(1) Tom Rains Phone: 918-596-5736 Ext: _____

Contact Name:(2) _____ Phone: _____ Ext: _____

Region: Branch: Western: Pheonix Service Zone: 1

Inspection Date: 08/20/2013 Requested Install Date: 09/15/2013

Priority Message: _____

Other Comments: _____

Delivery Requirements

Is a loading dock available? Yes No Delivery hours? _____ to _____

If yes, what is the dock height? 0 Is the customer site tractor/trailer accessible? Yes No

Please note: a tractor/trailer can be 48' to 53' in length plus the cab

If not, list building entrance dimensions (list dimensions in inches) : Height: 112 Width: 36

Door Width: 36 Corridor Width: 36 Step Width: 0

of steps (outside): 0 # of steps (inside): 0

Stair Crawler Required? Yes No Number of floors: 0

Will an elevator be used? Yes No Elevator hours? 08:00 am to 5:00 pm

Elevator appointment required? Yes No If yes, contact name & phone: _____

Elevator Dimensions (in inches): Width: 100 Depth: 77 Load Capacity: 2500

Elevator Door Opening (in inches): Height: 80 Width: 42

Customer to move fixed obstructions prior to installation unless special arrangements are made. Yes No

If "No", list specifics, contact and phone number: _____

Will floor protections be required: Yes No

Has the floor condition been confirmed satisfactory by the customer? Yes No

Current Equipment

REPLACEMENT EQUIPMENT

Make: _____ Model: _____ Serial Number: _____

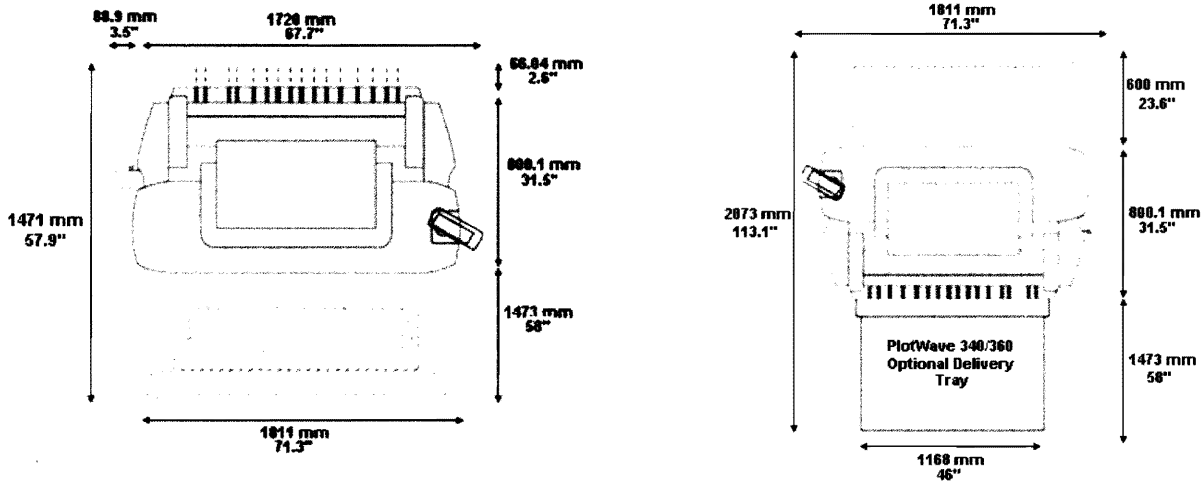
To Be Removed By: _____

Special Instructions: _____

* If existing equipment is to be removed by CSA, additional labor will be invoiced at current published service rates.

Space Requirements

The printing system (with or without the optional 'Océ Scanner Express') requires a floor space / working area of at least **1811 mm x 1471 mm (71.3 inch x 57.9 inch)**.



Environmental Conditions

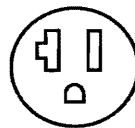
Temperature and relative Humidity	Temperature		R.H.
	°C	°F	%
Guaranteed performance area	20	68	30
	27	81	30
	27	81	60
	20	68	60
Reasonable performance area	17	63	20
	30	86	20
	30	86	80
	17	63	80

Room volume and ventilation	System
minimum room volume	25 m ³
minimum room ventilation (natural ventilation)	12,5 m ³ /hour

Electrical Requirements

Customer is responsible for providing the electrical power as outlined below prior to the machine installation. Electrical receptacle (as shown below) is required.

- 115 Volt
- 20 Amps for Plotwave
- 3 Wire Ground
- Electrical Supply must be a dedicated line



NEMA 5-20R
for Printer

The electrical service will be available on: _____

Shipping Information

Machine dimensions unpacked	Depth		Width		Height without Top Delivery Tray and User Interface		Height with Top Delivery Tray and User Interface	
	(mm)	(")	(mm)	(")	(mm)	(")	(mm)	(")
Océ PlotWave 340/360	800	31.5	1527	60.1	1052	41.4	1495	58.9
Océ PlotWave 340/360 multifunction Express	800	31.5	1527	60.1	1110	43.7	1495	58.9
PlotWave 340/360 Delivery Tray	1474	58	1169	46	839	33	839	33

Machine dimensions Packed on pallet	Depth		Width		Height	
	(mm)	(")	(mm)	(")	(mm)	(")
Océ PlotWave 340/360	1445	57.3	839	33.3	1270	50.2
Océ Scanner Express	1245	49	331	13	483	19
PlotWave 340/360 Delivery Tray	1220	48	1016	40	432	17

Machine weight	Unpacked		Packed	
	Kg	lbs	Kg	lbs
Océ PlotWave 340/360	180	397	277	612
Océ PlotWave 340/360 multifunction Express (Excludes paper rolls)	200	441	Not available Packed.	Not available Packed.
Scanner Express	19	44	29	64
PlotWave 340/360 Delivery Tray	-	-	68	150

Field Service

Installation Technician:	<u>Willis, Daniel</u>	Number:	<u>1667</u>
Primary Technician:	<u>Willis, Daniel</u>	Number:	<u>1667</u>
Back Up Technician:	<u>Adam, Kent</u>	Number:	<u>915</u>

Please ensure that all signatures are present

CSA Representative:	_____	Date:	_____
Customer:	_____	Date:	_____
Field Service Manager:	_____	Date:	_____

Please return completed form to your Branch Administrator. Notify your Region Administrator and COF (HQ) if any changes occur prior to installation date.

Return to:
Canon Solutions America, Inc.
Attn: Customer Order Entry (COE)
5450 N. Cumberland Ave.
Chicago, IL 60656