University of California (UC)

Contract # 2020002755

for

Print Goods and Services

with

Canon Solutions America, Inc.

Effective: December 16, 2020

The following documents comprise the executed contract between the University of California, Office of the President and Canon Solutions, America, Inc. effective December 16, 2020:

I. Executed Purchasing Agreement
II. Supplier's Response to the RFP, incorporated by reference

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UNIVERSITY OF CALIFORNIA

Purchasing Agreement # 2020002755

The Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, and the supplier named below ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

Supplier: Canon Solutions America, Inc. One Canon Park, Melville, New York 11747

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

a) The initial term of the Agreement will be from **12/16/20** and through **12/15/25** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for 5 **(five)** successive **1 (one)** -year periods (each, a Renewal Term), by providing Supplier with at least **15** calendar days' written notice before the end of the Initial Term or any Renewal Term.

b) UC may terminate the Agreement for convenience by giving Supplier at least **30** calendar days' written notice.

c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **15** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

4. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing. For systemwide agreements, each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards http://www.ucop.edu/procurement-services/ files/Matrix%20for%20website.pdf for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.]

All invoices must clearly indicate the following information:

a. California state and local sales tax as a separate line item (if applicable), including the rate employed.
b. Purchase Order or Release Number and the Agreement Number
c. Description and Quantity, of the Products and Support ordered
d. Net Cost of each item
e. Any applicable discount(s)
f. Reference to original order and invoice number for all credit invoices issued
g. Original order and invoice number for all credit invoices issued
h. On invoices for impressions or overage: for each device, (1) the number of impressions and the impression rate, (2) the number of overage impressions and the impression overage rate, and (3) the taxable amount of these impressions or overage. Tax is NOT to be included for labor or technical service charges.

i. Start and end meter counts for each device.

1. Maintenance charges must be invoiced on separate invoices from lease or purchase charges.

2. If a UC Location has an MFD/Printer Fleet management program, individual device maintenance invoices and individual device lease invoices must be consolidated into separate summary invoices.

3. Invoices shall NOT contain line items for training, delivery, or other charges not expressly detailed in the SOW.

4. Supplier will provide a designated contact for billing/invoicing questions and issues. This contact must be available 8-5 PST/PDT, Monday-Friday.

5. Invoices will be submitted directly to the UC Locations' Accounting Departments unless:

   a. The MFD/Printer Fleet management program at the UC Location requests invoices from Bidder be sent directly to the program, or
   b. The Supplier is notified otherwise by Amendment to the Agreement.

6. Usage billing and Meter Reading:

   a. Meter readings may not be estimated for use in invoicing, unless approved by the end user
   b. Service meters may not be used for invoicing, unless approved by the end user
   c. If meters are supplied monthly by MFD/Printer Fleet management programs, these meters must be the basis for maintenance invoicing.

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.
To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

Name	David Rusting
Phone	510-987-0086
Email	David.rusting@ucop.edu
Address	1111 Franklin Street
	Oakland, CA 94607

To UC, regarding Breaches or Security Incidents as defined under Appendix – Business Associate:

Name	Noelle Vidal
Phone	510.987.0725
Email	noelle.vidal@ucop.edu
Address	1111 Franklin Street
	Oakland, CA 94607

To UC, regarding personal data breaches as defined under Appendix – General Data Protection Regulation:

Name	Monte Ratzlaff
Phone	51-987-0858
Email	Monte.ratzlaff@ucop.edu
Address	1111 Franklin Street
	Oakland, CA 94607

To UC, regarding contract issues not addressed above:

Name	Michael Wegmann
Phone	510-987-0428
Email	Michael.wegmann@ucop.edu
Address	260 Cousteau Place Suite 150
	Davis, CA 95618

To Supplier:

Name	CSA Customer Care
Phone	
Email	Customercare@csa.canon.com
Address	300 Commerce Square Blvd.
	Burlington, NJ 08016

Legal Notice for Canon Solutions America, Inc.

Name	VP, Legal
Phone	
Email	legal@csa.canon.com
Address	One Canon Park
	Melville, NY 11745

6. Intellectual Property, Copyright and Patents

/___/ The Goods and/or Services involve Work Made for Hire

/__X_/ The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

/___/ Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.

/_X__/ The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

/_X__/ Supplier is not required to pay prevailing wages when providing the Services.

9. Fair Wage/Fair Work

/___/ Supplier is not required to pay the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) when providing the Services.

10. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (*see* Public Contract Code Section 10515).

11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE –Canon Solutions America, Inc.

12. Cooperative Purchasing

Supplier agrees to extend for Goods and/or Services to participating agencies (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities) registered with OMNIA Partners, Public Sector under the terms of this agreement, subject to 16(i) below, the terms of which shall be controlling. All contractual administration issues (e.g. terms and conditions, extensions, and renewals) will remain UC's responsibility except as outlined in the above referenced Request for Proposal "RFP – Print Goods and Services- – UC Systemwide." Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual participating agencies will be addressed, administered, and resolved by each participating agency.

13. Service-Specific and/or Goods-Specific Provisions

See SOW

14. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

15. Amendments to the UC Terms and Conditions of Purchase

15 *A. The UC Terms and Conditions of Purchase, dated 2/20/2020 are hereby amended as follows:*

i. **Article 2.D.** The last sentence is amended to read in full as follows: "In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby. Such excess costs shall be limited to replacement of substantially like or similar replaced Goods or Services."

ii. **Article 4** first sentence is amended to read in full as follows.

The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to a 10 day inspection and test by UC at all times and places.

iii. **Article 7(B), subsection 1** is amended with the following addition: "The foregoing provision governs only to the extent not directly addressed in a scope of work, software end user license agreement, or other instrument negotiated between the parties. Third party developed software is subject to its end user license and applicable maintenance agreement which shall solely govern as to the matter contained therein, and any modifications thereto must be approved by the licensor or developer."

iv. **Article 8** The first paragraph is amended as follows: "Supplier shall defend, indemnify, and hold harmless University, its officers employees, and agents, from and against all losses, expenses (including attorney's fees), damages, and liabilities of any kind resulting from or arising out of this agreement and/or Supplier's performance hereunder, provided such losses, expenses, damages, and liabilities are due or claimed to be due to the negligent or willful acts or omissions of Lessor, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under Lessor's direction and control."

v. **Article 17A** is amended to read in full as follows:

Price Decreases. Supplier agrees to immediately notify UC of any manufacturer suggested retail price (MSRP) decreases from its suppliers, and to pass through to UC any price decreases based on the discount structure in the Agreement.

vi. **Additional Terms:**

a. Supplier shall not be liable (i) for bodily injury (including death) or tangible property damage except to the extent caused by supplier's negligence or willful misconduct, or (ii) for loss of revenue or profit, loss or corruption of data, or special, punitive, indirect, incidental or consequential damages, arising out of this Agreement or the performance or non-performance of any services or the use of or inability to use any products, regardless of the legal theory on which a claim may be based and even if Supplier has been advised of the possibility of such damages.

Supplier's liability on any claim arising out of or related to this Agreement and any other agreements entered into in connection therewith, regardless of the legal theory on which the claim is based, shall not exceed in an aggregate amount the sum of (a) if customer purchased any products, the total purchase price paid by customer (or the leasing company if leasing) to Supplier for the products subject to the claim, and (b) as to all other liability of Supplier, charges paid or payable by customer for the products or services subject to the claim for twelve (12) months preceding the date on which the claim is made. Should customer have prepaid any amount for services subject to the claim, such amount shall be amortized over the applicable term of said services and Supplier's liability shall be limited to twelve (12) months of such amortized payments.

15. B The UC Terms and Conditions of Equipment Lease, dated 12/15/1994 are hereby amended as follows:

i. **Article 2** first sentence is amended to read in full as follows: The rest of the Article remains the same.

The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to a 10-day inspection and test by UC at all times and places.

ii. **Article 5**

a. The first paragraph is amended by adding the following: "In order to terminate the Agreement or an order there under due to funding non-appropriation, University must provide Supplier with written notice of the insufficient funding. The notice must certify that the canceled equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. In addition, the University will be required to return the equipment to Supplier with transportation costs borne by Supplier. The University will then be released from its obligation to make any further payments beyond those through the end of the last fiscal year for which funds have been appropriated."

b. The third paragraph is amended by adding the following: "In addition, upon UC's default, UC would be responsible for all amounts owed at the time of termination, plus the balance of lease payments"

iii. **Article 11** is amended to read in full as follows: "Should the Goods and/or Services become, or in Lessor's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Lessor will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Lessor with notice of such claim or threat. Following receipt of such notice, Lessor will either (at Lessor's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation."

iv. **Article 15** last sentence is amended to read in full as follows: "Service penalties associated with equipment maintenance and corresponding equipment downtime shall be as set forth in the Scope of Work."

v. **Article 17** is amended in full to read as follows: "During the period of time that property covered by this order is in the possession of University, University (and its customers, if installed on University's customers' premises) shall take good care of the property and University shall be responsible for any loss of or damage to the property while in its possession and control, unless such damage or loss is a consequence, directly or indirectly of intentional or negligent acts or omissions of Lessor or Lessor's agents."

vi. **Article 18** is amended with the following addition:

"Additional end of term Options – Supplier shall provide notice to UC departments at ninety (90) days and again at thirty (30) days prior to end of the initial lease term that the end of term is imminent. Except in the

case of a lease schedule containing a $1.00 purchase option, University shall, for each order (as to an individual unit or all units provided under the order) inform Supplier in writing as to its intentions regarding renewal or return of leased equipment. In the absence of the UC department's response to Supplier in writing, Supplier may seek the assistance of the University's procurement department to obtain the written notification of renewal or return of leased equipment. Each schedule renewal approved by UC will be on a month to month basis at the same payment amount and frequency unless University, at least thirty (30) days before the end of the scheduled term of the order or any renewal term, either; (i) exercises the purchase option in accordance with the terms hereof, or; (ii) sends to Lessor or Supplier written notice that University does not want to renew the order and at the end of such term returns the respective equipment as provided below. Lessor may cancel the automatic renewal term by, at least thirty (30) days before the end of any term, sending written notice that Lessor does not want the respective order to renew. Unless the order automatically renews or University purchases the equipment as provided in the agreement, shall, at the termination of the respective schedule, return the equipment to Lessor in good operating condition. University shall at the termination of the respective lease or order, make the equipment available to Lessor for pick up. The equipment shall be in good operating condition, ordinary wear and tear resulting from proper use excepted (and if not in such condition, additional fees may apply). If, for any reason, University shall fail to make the equipment available to Lessor for pick up by the last day of the applicable term, University shall pay to Lessor upon demand, one billing period's payment (as specified in the applicable order), for each billing period, or portion thereof that such delivery is delayed."

15.C. The UC Appendix Data Security is amended as follows:

Article 1 is modified as follows: The following is added to the end of Article 1, Subsection A:

Notwithstanding any provision in this Appendix to the contrary: (i) this Appendix only applies to the extent CSA (or "Supplier") possesses UC Institutional Information as applicable to the Goods and Services (collectively "Services") provided under the Agreement, and to CSA's IT Resources where such UC Institutional Information is stored or processed; (ii) As of the Effective Date the Goods and Services will not include the removal of UC Institutional Information from UC's Information Resources, nor the storage or processing of UC Institutional Information by CSA, and should subsequent Services include same, the parties will review this Appendix and mutually agree on its applicability prior to such new Services being provided.

16. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent (subject to Section 12 above), concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

a. Purchasing Agreement # 2020002755
b. UC Terms and Conditions of Purchase Dated 2/27/20
c. UC Terms and Conditions of Equipment Lease Dated 12/15/94
d. UC Appendix – Data Security Dated 8/12/19
e. UC Appendix - Business Associate (HIPAA) Dated 8/2/19
f. UC Appendix – General Data Protection Regulation (GDPR) Dated 8/21/19
g. UC Appendix – eCommerce dated 7/19/19
h. Statement of Work – Attachment A
i. OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

j. RFP – Print Goods and Services – UC Systemwide

17. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

DocuSigned by:
Justin Sullivan
C51AF9F2384C40B...
(Signature)

Justin Sullivan Director, Strategic Sourcing
(Printed Name, Title)

12/16/2020
(Date)

Canon Solutions America, Inc.

DocuSigned by:
Peter Kowalczuk
5AABE3CE633E4B5...
(Signature)

Peter Kowalczuk President
(Printed Name, Title)

12/15/2020 | 6:56 PM PST
(Date)

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UNIVERSITY OF CALIFORNIA

Terms and Conditions of Purchase

ARTICLE 1 – GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.
D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.
E. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix – GDPR will control in the event that one or more appendices are incorporated into the Agreement and conflicts with the provisions of this Article.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.

Pricing is set forth in the Agreement or Purchase Order, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at http://www.ucop.edu/central-travel-management/resources/index.html. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

ARTICLE 4 – INSPECTION.

The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not 0again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included:(iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.

B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.

C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.

D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:

1. It complies with California and federal disability laws and regulations; and
2. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
3. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;

E. General Accessibility Requirements. Supplier warrants that:
1. It will comply with California and federal disability laws and regulations;
2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.

F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.

G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.

H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at http://policy.ucop.edu/doc/3000130/TrademarkLicensing.

J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS

A. Goods and/or Services Involving Work Made for Hire.
1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

B. Goods and/or Services Not Involving Work Made for Hire.

1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

D. UC Rights to Institutional Information. Institutional Information shall belong exclusively to UC and unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement. As used herein, "Institutional Information" means any information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs, metadata and data derived from such data.

ARTICLE 8 – INDEMNITY AND LIABILITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

In the event Appendix DS applies to this Agreement, Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier's Breach of Institutional Information and/or failure to cooperate with UC's response to such Breach. As used herein, "Breach" means: (1) any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and (3) the acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law. "IT Resources" means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed, or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business.

ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
   1. Each Occurrence $ 1,000,000
   2. Products/Completed Operations Aggregate $ 2,000,000
   3. Personal and Advertising Injury $ 1,000,000
   4. General Aggregate $ 2,000,000

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)

C. If applicable, Professional Liability Insurance with a limit of two million dollars ($2,000,000) per occurrence or claim with an aggregate of not less than two million dollars ($2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence.

E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars ($1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.

F. In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type of policy(ies) in place, such coverage will include without limitation: (i) costs to notify parties whose data were lost or compromised; (ii) costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised; (iii) costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs; (iv) any investigation, enforcement, fines and penalties, or similar miscellaneous costs; and (v) any payment made to a third party as a result of extortion related to a confirmed or suspected Breach. The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix DS:
   1. P1 - This insurance policy must have minimum limits of $500,000 each occurrence and $500,000 in the aggregate.
   2. P2 - This insurance policy must have minimum limits of $1,000,000 each occurrence and $1,000,000 in the aggregate.
   3. P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of $5,000,000 each occurrence and $5,000,000 in the aggregate.
   4. P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of $10,000,000 each occurrence and $10,000,000 in the aggregate.

Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources: https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html

G. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.

I. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates

of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:

1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
   1. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
   2. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
   3. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
   4. FAR 52.219-8, Utilization of Small Business Concerns;
   5. FAR 52.222-17, Non-displacement of Qualified Workers;
   6. FAR 52.222-21, Prohibition of Segregated Facilities;
   7. FAR 52.222-26, Equal Opportunity;
   8. FAR 52.222-35, Equal Opportunity for Veterans;
   9. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
   10. FAR 52.222-37, Employment Reports on Veterans;
   11. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
   12. FAR 52.222-41, Service Contract Labor Standards;
   13. FAR 52.222-50, Combating Trafficking in Persons;
   14. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
   15. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
   16. FAR 52.222-54, Employment Eligibility Verification;
   17. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
   18. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
   19. FAR 52.224-3, Privacy Training;
   20. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
   21. FAR 52.233-1, Disputes; and
   22. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled '*Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)*' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.
C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:

1. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
2. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
3. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
4. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
   1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
   2. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
   3. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
   4. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability."** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

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ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.

B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.

B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.

C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.

D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.

E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.

F. Export Control. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification if any of the Goods is export-controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

A. An investment worth $2,000 or more in Supplier or its affiliate;
B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
C. Receipt during the past 12 months of $500 in income or $440 in gifts from Supplier or its affiliate; or
D. A personal financial benefit from the Agreement in the amount of $250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION

A. Prohibition on Access, Use and Disclosure of Institutional Information. Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable

for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.

B. Compliance with Applicable Laws and Industry Best Practices. Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.

C. Confidential Institutional Information. Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as "Confidential" at the time of disclosure; (ii) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not be considered confidential to the extent that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. For the avoidance of doubt, as applicable to Supplier's Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:

1. Personally identifiable information,
2. Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. § 160.103),
3. Medical information as defined by California Civil Code § 56.05,
4. Cardholder data,
5. Student records, or
6. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
   a. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq*.);
   b. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2));
   c. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
   d. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 *et seq*.);
   e. The Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq*), and
   f. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.

D. Required Disclosures of Institutional Information. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Institutional Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.

E. No Offshoring. Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC.

F. Conflict in Terms. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.

G. Acknowledgement. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit http://www.ucop.edu/uc-whistleblower/ for more information.

ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (https://policy.ucop.edu/doc/3100155) and the University of California Sustainable Procurement Guidelines:
(https://www.ucop.edu/procurement-services/_files/sustainableprocurementguidelines.pdf).
In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet UC recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to UC staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, UC requires that all packaging meet at least one of the criteria listed below:
    1. Uses bulk packaging;
    2. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
    3. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
    4. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
    5. Uses locally recyclable or certified compostable material.
D. Foodservice Foam Ban. As of 2018, the University no longer allows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any University-owned or -operated food service facility.
E. Product Packaging Foam Ban. Beginning January 1st, 2020, the University will prohibit all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene (EPS)), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam. Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.
F. E-Waste Recycling Requirements. All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network (BAN).
G. Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punch-out catalog e-procurement environments.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
    1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
    2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
    3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.

B. If Supplier is not an Applicable Large Employer (as defined above):
   1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
   2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticable occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

A. Notice of the general prevailing per diem wage rates, and
B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than $200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC

Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services rendered (actual spend) not subject to prevailing wage requirements in excess of $100,000 in a year (under the Agreement or any combination of agreements for the same service), Supplier will (i) at Supplier's expense, provide an annual independent verification (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx) in compliance with UC's required verification standards and procedures (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html), concerning Supplier's compliance with this provision, and (ii) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after the end of the 12-month period in which $100,000 in spend is reached.

The Fair Wage Fair Work annual independent verification requirement does not extend to contracts for professional services or consulting for which pre-certification has been provided to UC (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html). Please see the UC Procurement/Supply Chain Management Policy BUS-43 (https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html) for the definition of professional services and consulting.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in humans or other animals, or (iii) intended to affect the structure or any function of the body of humans or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of humans or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform security scans to detect malware on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that any Good or Medical Device is compliant with FDA's most current guidance or regulation for the quality system related to the cybersecurity and the Management of Cybersecurity in Medical Devices, and that Supplier will maintain compliance with any updates to such guidance or regulations.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.

Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drivers not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.

Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – FORCE MAJEURE

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:

A. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
B. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
C. Changes in the status of the parties;
D. Changes in flow down terms from external parties; and
E. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Supplier will make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of investigations, or proceedings against UC, its directors, officers, agents, or employees relating to the Goods or Services.

ARTICLE 37 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 38 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS; INDEMNITY AND LIABILITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BAA, and/or APPENDIX-GDPR.

ARTICLE 39 – CONTRACTING FOR COVERED SERVICES

Covered Services, for the purpose of this Agreement, are defined as work customarily performed by bargaining unit employees at the University in the categories of services described in Regents Policy 5402, and American Federation of State, County, and Municipal Employees (AFSCME) Collective Bargaining Agreement Article 5. Covered Services include, but are not necessarily limited to, the following services: cleaning, custodial, janitorial, or housekeeping services; food services; laundry services; grounds keeping; building maintenance (excluding skilled crafts); transportation and parking services; and security services.

Unless UC notifies Supplier that the Services are not Covered Services, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in in other Articles of the Agreement. In accordance with Regents Policy 5402 and AFSCME Collective Bargaining Agreement Article 5, Supplier also warrants that it pays its employees performing the Covered Services at UC locations the equivalent value of the wages and benefits – as determined in the Wage and Benefit Parity Appendix – received by UC employees providing similar services at the same, or nearest UC location.

Supplier agrees UC may conduct such compliance audits as UC reasonably requests, and determined at UC's sole discretion. Supplier agrees to post UC Contracting for Covered Services notices, in the template supplied by UC, in a prominent and accessible place (such as break rooms and lunch rooms) where it may be easily seen by workers who perform Covered Services. The term "Supplier" includes Supplier and its Sub-Suppliers at any tier. Supplier also agrees to:

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(a) upon UC's request, provide verification of an independent audit performed by Supplier's independent auditor or independent internal audit department (http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx) and at Supplier's expense; and

(b) ensure that, in the case of a UC interim audit, Supplier's auditor makes available to UC its Contracting for Covered Services work papers for the most recently audited time period. Supplier agrees to provide UC requested verification, in a form acceptable to UC, no later than ninety days after receiving UC's request.

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UNIVERSITY OF CALIFORNIA

TERMS AND CONDITIONS OF EQUIPMENT LEASE

ARTICLE 1 - GENERAL. For the purpose of these terms and conditions, the terms "University", "Lessor" and "Order" shall hereinafter be defined as follows:

A. University: The Regents of the University of California.

B. Lessor: The grantor of the use of personal property by lease.

C. Order: A straight lease or rental agreement, with or without option to purchase, as indicated on the purchase order.

The equipment, supplies and services covered by this order shall be furnished by Lessor subject to all the terms and conditions set forth in this order including the following, which Lessor, in accepting this order agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies or the performance of all or any portion of the services covered by this order shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made a part of the order only to the extent it specifies the equipment, supplies and services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of this order.

ARTICLE 2 - INSPECTION. The equipment, supplies and services furnished shall be exactly as specified in this order, free from all defects in manufacturer's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and testing by University at all times and places. If, prior to final acceptance, any equipment, supplies or services are found to be defective or not as specified, University may reject them, require Lessor to correct them without charge, or require delivery of such equipment, supplies, or services at a reduction in price which is equitable under the circumstances. If Lessor is unable or refuses to correct such items within a time deemed reasonable to University, University may terminate the order in whole or in part. Lessor shall bear all risks as to rejected equipment, supplies and services and, in addition to any costs for which Lessor may become liable to University under other provisions of this order, shall reimburse University for all transportation costs, other related costs incurred, or payments to Lessor in accordance with the terms of this order for unaccepted equipment, supplies and services. Notwithstanding final acceptance and payment Lessor shall be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 3 - TERMS OF USE. Except as otherwise provided on the face of this order, the specified rental payments shall entitle University to unlimited use and operation of said equipment at any time and any place and for any period of time at the convenience of University (exclusive of the time required for preventive and remedial maintenance) and shall not be restricted to consecutive hours, length of personnel shifts, or any other restrictions.

ARTICLE 4 - CHANGES. No change to the lease shall be allowed without written approval of University. Any claim of Lessor for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt notification of such change unless University waives this condition in writing. Nothing in the Article shall excuse Lessor from proceeding with performance of the order as changed hereunder.

ARTICLE 5 - TERMINATION. University may at its option, by written notice stating the extent and effective date, terminate this order at the anniversary date of the lease or at the end of any fiscal year in whole or in part in the event the funding agency does not appropriate sufficient funds to continue the lease payments.

University may by written notice terminate this order for Lessor's default, in whole or in part, at any time, if Lessor refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of said equipment or supplies or perform the services within the time specified or any written extension thereof.

In the event University defaults in the payment of any amount due or to become due under the terms of the lease or defaults in the performance of any of the terms and conditions hereof, all the University's rights hereunder as to use and possession of the equipment shall, at the option of Lessor, terminate and Lessor shall become entitled to retain all rentals and to take possession of the property, provided however, that in such event neither Lessor nor University shall have the right to rent said equipment to any third party so long as it remains on the premises of University.

ARTICLE 6 - TITLE. Lessor covenants that it is the sole owner of said property, and that no other person, party, firm or corporation has any right, title, interest in or to same and that during the term of this lease said Lessor will not sell or encumber said property, or any interest therein, except subject to the rights given University by virtue of the lease. Title to said property, including any accessories and devices furnished by Lessor except those subsequently purchased by University, vests in Lessor, and said property may be removed by Lessor at or after termination of this Agreement unless purchased by University pursuant to its Purchase Option, if any.

ARTICLE 7 - PAYMENT. Unless otherwise provided for in this order, lease charges shall be invoiced in arrears and shall be payable thirty (30) days after the end of the period for which the charges accrue or thirty (30) days after University's receipt of invoice whichever is later.

ARTICLE 8 - TAXES. Lessor alone shall pay any license fees, assessments, sales, use and other taxes lawfully imposed during the term hereof upon the equipment, supplies or services furnished pursuant to this order.

ARTICLE 9 - PROPERTY TAX EXEMPTION. Lessor agrees to cooperate with University and do all acts reasonably necessary and appropriate to secure and maintain tax exemption of the property leased hereunder pursuant to Article 13, section 3 of the California Constitution. Lessor agrees to apply the amount of any reduction of tax resulting from such exemption as a credit against rental payments otherwise due by University to Lessor hereunder.

ARTICLE 10 - WARRANTY. Lessor warrants that said equipment, including accessories, will be in good operating condition when installed and that any subsequent defects in design, materials or workmanship during the term of this Lease will be corrected by Lessor at its sole expense. Lessor will inform University of the terms and conditions of

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any manufacturer's warranty in effect on the commencement date of this lease. In the event of defect in design, material, or workmanship during the term of the lease, the Lessor will assert any Manufacturer's Warranty in effect between Lessor and the Manufacturer at the time the defect becomes apparent.

ARTICLE 11 - PROPRIETARY RIGHTS INDEMNITY. Lessor shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Lessor's furnishing or supplying University with parts, goods, components, programs, practices, or methods under this order or University's use of such parts, goods, components, programs, practices, or methods supplied by Lessor under this order constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. The foregoing shall not apply unless University has informed Lessor as soon as practicable of the suit or action alleging such infringement. Lessor shall not settle such suit or action without the consent of University. University retains the right to participate in the defense against any such suit or action.

ARTICLE 12 - TRANSPORTATION AND INSTALLATION. Unless otherwise provided for in this order, Lessor will be responsible for all transportation and handling costs related to the shipment to and from University of the leased equipment. Should the equipment require specialized installation, Lessor will provide the required technical assistance at no charge.

ARTICLE 13 - ASSIGNMENT. This order is not assignable by Lessor, except as to any payment due hereunder, without the written approval of University.

ARTICLE 14 - EQUAL OPPORTUNITY AFFIRMATIVE ACTION. Lessor shall not maintain or provide racially segregated facilities for employees at any establishment under its control. Lessor agrees to adhere to the requirements set forth in Executive Orders 11246 and 11375, and with respect to activities occurring in the State of California, to the California Fair Employment and Housing Act (Government Code section 12900 et seq.). Expressly, Lessor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, medical condition (as defined by California Code section 12925[f]), marital status, age, physical and mental handicap in regard to any position for which the employee or applicant for employment is qualified, or because he or she is a disabled veteran or veteran of the Vietnam era. Lessor shall further specifically undertake affirmative action regarding the hiring, promotion and treatment of minority group persons, women, the handicapped, and disabled veterans and veterans of the Vietnam era. Lessor shall communicate this policy in both English and Spanish to all persons concerned within its company, with outside recruiting services, and the minority community at large. Lessor shall provide the University on request a breakdown of its labor force by groups, specifying the above characteristics within job categories, and shall discuss with the University its policies and practices relating to its affirmative action programs.

ARTICLE 15 - SERVICE AND MAINTENANCE. In the event this order includes service and maintenance of said equipment, Lessor will provide such service and maintenance required to keep said equipment in good working condition throughout the term of lease. The service and maintenance will consist of not less than: (1) periodic cleaning, and adjustments in the mechanisms and replacing unserviceable parts, and (2) emergency repair service, including replacement of unserviceable parts. In order to perform maintenance service hereunder Lessor shall have reasonable access to the leased equipment to the extent practical in consonance with operational requirements. Lessor agrees that its failure to provide service and maintenance to keep the equipment in good operating condition shall result on a credit of 1/30th of the monthly lease payments for every twenty-four (24) hour period or portion thereof following the first twenty-four (24) hours after notification to Lessor that the equipment is inoperative.

ARTICLE 16 - ALTERATIONS. University or its authorized agents may make alterations or install attachments to the equipment and the Lessor shall be so notified. In the event that such changes substantially increase the cost of maintenance, mutually agreeable arrangements for additional maintenance service shall be made on an individual installation basis. Such alterations or attachments which are not the property of Lessor shall be removed immediately after discontinuation of lease (unless University elects to exercise its Purchase Option) and the equipment restored to the prior configuration (ordinary wear and tear only excluded) at University's expense. Lessor shall inform University of any provisions in the manufacturer's warranty which may cause the warranty to be affected by any such alterations or attachments.

ARTICLE 17 - RISK OF LOSS. During the period of time that property covered by this order is in the possession of University, University (and its customers, if installed on University's customers' premises) shall take good care of the property and University shall be responsible for any loss of or damage to the property caused by University while in its possession and control, unless such damage or loss is a consequence, directly or indirectly of intentional or negligent acts or omissions of Lessor or Lessor's agents.

ARTICLE 18 - OPTION TO PURCHASE. University is hereby given the option (provided University is not in default in the performance of any of its obligations hereunder) to purchase any or all of said property at the times and for the amounts set forth in this order. As of the date of exercise of the option, University's Standard Terms and Conditions of Purchase shall be substituted for the terms and conditions applicable to this lease. Said terms and conditions of purchase shall be those in effect as of the date the property was installed, provided that the period of manufacturer's warranty set forth therein shall be deemed to have commenced as of the date the Lease Terms commenced, and University shall be entitled to the remaining portion, if any, of said warranty period.

University shall exercise such option to purchase said property by notifying Lessor in writing of its intention to do so. Such notice may be delivered to Lessor's office or may be mailed to Lessor at the address specified by Lessor. Such notice shall be given by University to Lessor not less than thirty (30) days before the expiration of the current year of the lease. Lessor shall keep University advised of any change of Lessor's address for the purpose of such notice.

ARTICLE 19 - LESSOR'S LIABILITY AND INSURANCE REQUIREMENTS

A. INDEMNIFICATION. Lessor shall defend, indemnify, and hold harmless University, its officers employees, and agents, from and against all losses, expenses (including attorney's fees), damages, and liabilities of any kind resulting from or arising out of this agreement and/or Lessor's performance hereunder, provided such losses, expenses, damages, and liabilities are due or claimed to be due to the negligent or willful acts or omissions of Lessor, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under Lessor's direction and control.

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B. INSURANCE. In consideration of the above, Seller shall at its expense obtain, keep in force and maintain insurance to cover its performance under this order as follows:

1. Comprehensive or Commercial Form General Liability Insurance (Contractual Liability Included)
   Minimum Limits:

   1. Each Occurrence $ 2,000,000

   2. Products/Completed Operations $ 2,000,000

   If the above insurance is written on a claims made form, it shall continue for three years following termination of this agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this agreement.

2. Business Auto Liability: (Owned, Scheduled, Non-Owned, or Hired Automobiles) with a combined single limit of no less than $ 3,000,000 per occurrence.

3. Workers' Compensation as required under California State law.

Lessor, upon the execution of this agreement shall furnish University with Certificates of Insurance evidencing compliance with all requirements. Coverages referred to under B 1. and 2. above shall include The Regents of the University of California as an additional insured, but only with respect to the negligent acts or omissions of Seller, its officers, agents, employees, subcontractors or anyone directly or indirectly employed by them, or any other person or persons under its direction and control. The Certificates of Insurance shall obligate Lessor's insurers to notify University at least 30 days prior to cancellation of or change in any of said insurance.

ARTICLE 20 - OTHER APPLICABLE LAWS. Any provisions required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

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ARTICLE 1. PURPOSE AND INTRODUCTION

A. In the course of providing the Goods and/or Services contemplated by the Agreement, Supplier may gain access to the University of California's (UC) Institutional Information and/or IT Resources (both defined below). In such an event, UC and Supplier desire to appropriately protect Institutional Information and IT Resources. The purpose of this Appendix-Data Security is to specify Supplier's cybersecurity and risk management responsibilities when Supplier has access to Institutional Information and/or IT Resources.

B. Any capitalized terms used here have the meaning ascribed to such terms as set forth in the Agreement or Incorporated Documents.

C. Supplier must provide commercially acceptable cybersecurity and cyber risk management to protect Institutional Information and/or IT Resources. This must include, but is not limited to the Supplier:

1. Developing and documenting a plan that protects Institutional Information and IT Resources.
   - Supplier must responsibly execute this plan.
   - Supplier's approach must conform to a recognized cybersecurity framework designed for that purpose.[1]
   - Supplier's information security plan must be supported by a third-party review or certification. Supplier may only use an alternative to a third-party review if approved by the responsible UC Information Security Officer.
2. Conducting an accurate and thorough assessment of the potential risks to and vulnerabilities of the security of the Institutional Information and/or IT Resources. Supplier must mitigate anticipated risks effectively. This includes implementing commercially acceptable security policies, procedures, and practices that protect Institutional Information and/or IT Resources.
3. Updating its plan to effectively address new cybersecurity risks.
4. Complying with pertinent contractual and regulatory responsibilities.
5. Providing UC with evidence of compliance with Supplier's information security plan.
6. Keeping UC informed with timely updates on risks, vulnerabilities, Security Incidents, and Breaches.
7. Keeping UC informed of any measures UC must perform to ensure the security of Institutional Information and IT Resources.

[1] Examples include the latest versions of PCI DSS, NIST CSF, CIS Critical Security Controls, IS0 27002, NIST SP 800-53 and NIST SP 800-171.

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D. If, in the course of providing the Goods and/or Services under the Agreement, Supplier engages in transactions with UC affiliated individuals (including but not limited to: students, staff, faculty, customers, patients, guests, volunteers, visitors, research subjects, etc.), as a benefit and result of the Agreement, Supplier must treat any data about UC affiliated individuals that Supplier creates, receives, and/or collects in the course of those transactions with the same level of privacy and security protections and standards as required of Institutional Information by this Appendix.

E. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, the same terms and conditions contained in this Appendix on any sub-supplier retained by Supplier to provide or assist in providing the Goods and/or Services to UC.

F. To the extent that a requirement of this Appendix conflicts with those of any other UC Agreement or Incorporated Document, the most stringent requirement (including but not limited to: least risk to UC, shortest time, best practice, etc.) will apply.

ARTICLE 2. DEFINED TERMS

A. **"Breach"** means: (1) Any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) Unauthorized or unlawful acquisition of information that compromises the security, confidentiality, or integrity of Institutional Information and/or IT Resources; or (3) The acquisition, access, use, or disclosure of protected health information (PHI) or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law.

B. **"Illicit Code"** means: (1) Any code UC would not reasonably expect to be present or operating; (2) Hidden software or functionality with adverse or undesired actions or consequences; (3) Code that replicates or transmits Institutional Information or activates operating systems or other similar services without the express knowledge and approval of UC; (4) Code that alters, damages, or erases any Institutional Information or software without the express knowledge and approval of UC; or (5) Code or apparatus that functions in any way as a: key lock, node lock, time-out, "back door," "trap door," "booby trap," "dead drop device," "data scrambling device," or other function, regardless of how it is implemented, which is intended to alter or restrict the use of or access to any Institutional Information and/or IT Resources.

C. **"Institutional Information"** means: Any information or data created, received, and/or collected by UC or on its behalf, including but not limited to: application logs, metadata, and data derived from such data.

D. **"IT Resource"** means: IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business. IT Resources include, but are not limited to: personal and mobile computing systems and devices,

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mobile phones, printers, network devices, industrial control systems (including but not limited to: SCADA, PLCs, DPC, Operational Technology, etc.), access control systems, digital video monitoring systems, data storage systems, data processing systems, backup systems, electronic and physical media, biometric and access tokens, Internet of Things (IoT), or any other device that connects to any UC network.

E. **"Major Change"** means: The implementation of a change that could have an effect on the security of an IT Resource or Institutional Information. The scope includes changes to architectures, processes, tools, metrics, and documentation, as well as changes to IT services and other configuration items. These include changes related to:

1. Technology upgrades or migrations.
2. Responses to Security Incidents.
3. Modifications of scope (data elements, features, location of Institutional Information, etc.).
4. Regulatory guidance.
5. Law and legal regulations.
6. Responses to risk assessments.
7. Addressing vulnerabilities.
8. Material updates or shifts in technologies used by Supplier.

F. **"Security Incident"** means: (1) A material compromise of the confidentiality, integrity, or availability of Institutional Information; (2) A single event or a series of unwanted or unexpected events that has a significant probability of compromising UC business operations or threatening Institutional Information and/or IT Resources; (3) Any event involving a cyber intrusion; or (4) A material failure of Supplier's administrative, technical, or physical controls that resulted or could have resulted in an adverse impact to the confidentiality, integrity, or availability of Institutional Information or IT Resources.

ARTICLE 3. ACCESS TO INSTITUTIONAL INFORMATION AND IT RESOURCES

A. Supplier must limit its access to, use of, and disclosure of Institutional Information and IT Resources to the least invasive degree necessary required to provide the Goods and/or Services.

1. Supplier may not access or use Institutional Information and IT Resources for any purpose except to provide the Goods and/or Services.
2. For the avoidance of doubt, Supplier may not access, use, or disclose Institutional Information and IT Resources outside the scope of the Agreement for purposes of, including but not limited to: marketing, advertising, research, sale, or licensing unless expressly approved in writing by UC.

B. In the event that Goods and/or Services include the review of a specific Security Incident or a threat to or anomaly in Institutional Information or IT Resources, Supplier must limit inspection to the least invasive degree necessary required to perform the investigation.

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ARTICLE 4. SUPPLIER'S INFORMATION SECURITY PLAN AND RESPONSIBILITIES

A. Supplier acknowledges that UC must comply with information security standards as required by law, regulation, and regulatory guidance, as well as by UC's internal security program that protects Institutional Information and IT Resources.

B. Supplier must establish, maintain, comply with, and responsibly execute its information security plan.

C. Supplier's initial information security plan is attached as Exhibit 2 and incorporated by reference.

D. Updates to Exhibit 2 will occur as follows:

1. On an annual basis, Supplier will review its information security plan, update it as needed, and submit it upon written request by UC.
2. In the event of a Major Change, Supplier will review its information security plan, update it as needed, and submit it to UC as detailed herein.

E. If Supplier makes any material modifications to its information security plan that will affect the security of Institutional Information and IT Resources, Supplier must notify UC within seventy-two (72) calendar hours and identify the changes.

F. Supplier's Information Security Plan must:

1. Ensure the security (including but not limited to: confidentiality, integrity, and availability) of Institutional Information and IT Resources through the use and maintenance of appropriate administrative, technical, and physical controls;
2. Protect against any reasonably anticipated threats or hazards to Institutional Information and IT Resources;
3. Address the risks associated with Supplier having access to Institutional Information and IT Resources;
4. Comply with applicable regulations and/or external obligations listed in Exhibit 1;
5. Comply with all applicable legal and regulatory requirements for data protection, security, and privacy;
6. Clearly document the cybersecurity responsibilities of each party;
7. Follow UC records retention requirements outlined in the Statement of Work (SOW) or in UC's Terms and Conditions;
8. Prevent the sharing of passwords or authentication secrets that provide access to Institutional Information and/or IT Resources;
9. Prevent the use of passphrases (passwords) or other authentication secrets that are common across customers or multiple unrelated UC sites or units;
10. Prevent unauthorized access to Institutional Information and IT Resources;
11. Prevent unauthorized changes to IT Resources;
12. Prevent the reduction, removal, or turning off of any security control without express written approval from UC;

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13. Prevent the creation of new Supplier accounts to access Institutional Information and IT Resources without express written approval from UC;

14. Prevent the storing, harvesting, or passing through of UC credentials (username, password, authentication secret, or other factor); and

15. Prevent the use or copying of Institutional Information for any purpose not authorized under the Agreement or any associated Statement of Work (SOW).

ARTICLE 5. REQUESTS FROM UC AND EVIDENCE OF COMPLIANCE

A. Supplier must provide UC with evidence that demonstrates to UC's reasonable satisfaction Supplier's adherence to its information security plan (including but not limited to: third-party report, attestation signed by an authorized individual, attestation of compliance by a qualified assessor, or a mutually agreed upon equivalent) upon execution of the Agreement, upon reasonable request (including but not limited to: annually, after Major Changes, and/or as a result of a Security Incident), or as required by any applicable regulatory or governmental authority.

B. Supplier must respond to UC's reasonable questions related to cybersecurity controls, Security Incidents, or Major Changes, newly published vulnerabilities, and/or risk assessments within ten (10) business days.

C. UC may request and perform a security audit using a qualified third party or a mutually agreed upon alternative annually or as a result of a Breach.

ARTICLE 6. NOTIFICATION OF MAJOR CHANGES AND VULNERABILITY DISCLOSURES

A. Within twenty (20) business days, Supplier must notify UC regarding changes in Supplier's security posture or IT infrastructure. Such notices must occur:

1. When Major Changes happen.
2. When Supplier becomes aware of a vulnerability that warrants a CVE[2] rating of "High" or "Critical," based on the latest CVE version, for which a patch is not yet available or for which Supplier will delay application of an available patch.

B. Supplier must use commercially acceptable efforts to remediate, within twenty (20) business days, any vulnerability rated as CVE High or Critical.

C. In response to Major Changes, Supplier must update its information security plan no later than fifteen (15) days into the next calendar quarter and must provide updated evidence of compliance with the information security plan.

[2] Common Vulnerabilities and Exposures (CVE) is a dictionary-type list of standardized names for vulnerabilities and other information related to security exposures maintained by The MITRE Corporation. CVE aims to standardize the names for all publicly known vulnerabilities and security exposures. The goal of CVE is to make it easier to share data across separate vulnerability databases and security tools. The CVE list can be found at: cve.mitre.org

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ARTICLE 7. RETURN AND DISPOSAL OF INSTITUTIONAL INFORMATION

A. Within thirty (30) calendar days of the termination, cancellation, expiration, or other conclusion of the Agreement, Supplier must return all Institutional Information to UC and then dispose of the Institutional Information in possession of Supplier as detailed herein. This provision also applies to all Institutional Information that is in the possession of sub-suppliers or agents of Supplier.

B. Such disposal will be accomplished using the methods described in UC's Institutional Information Disposal Standard (https://security.ucop.edu/policies/institutional-information-disposal.html) or an alternative approved by UC.

C. Supplier will certify in writing to UC that such return and/or disposal has been completed.

D. If Supplier believes that return and/or disposal of Institutional Information is technically impossible or impractical, Supplier must provide UC with a written statement explaining the reason for this conclusion. If UC determines that return and/or disposal is technically impossible or impractical, Supplier will continue to protect the Institutional Information in accordance with the terms of this Appendix for as long as the Institutional Information is in Supplier's possession.

ARTICLE 8. NOTIFICATION OF CORRESPONDENCE CONCERNING INSTITUTIONAL INFORMATION

A. Supplier agrees to notify UC promptly, both orally and in writing, but in no event more than seventy-two (72) calendar hours after Supplier receives correspondence or a complaint that relates to a regulation, contractual obligation, Breach, or material risk concerning Institutional Information. For purposes of this Article 8.A, a correspondence or complaint may include, but is not limited to, any communication that originates from law enforcement, regulatory or governmental agencies, government investigators, corporations, or an individual, but excludes normal customer service correspondence or inquiries.

ARTICLE 9. COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS

A. **Reporting of Breach or Security Incident**: If Supplier reasonably suspects or confirms a Breach and/or a Security Incident impacting Institutional Information and/or IT Resources, Supplier must promptly notify UC both orally and in writing using the contacts in the Agreement. Supplier must provide such notifications no later than (1) seventy-two (72) calendar hours after the initial suspicion of a Security Incident and/or Breach and (2) seventy-two (72) calendar hours after the initial confirmation of a Security Incident and/or Breach, if Supplier is able to make such a confirmation. Supplier's notification must identify:

1. Contacts for both technical and management coordination;

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2. Escalation and identifying information, such as ticket numbers, system identifiers, etc.;
3. The nature of the Breach and/or Security Incident;
4. The Institutional Information and/or IT Resources affected;
5. What Supplier has done or will do to mitigate any deleterious effect; and
6. What corrective action Supplier has taken or will take to prevent future Security Incidents.

B. Supplier will provide other information as reasonably requested by UC.

C. In the event of a suspected Breach and/or Security Incident, Supplier will keep UC informed regularly of the progress of its investigation until the incident is resolved.

D. **Coordination of Breach Response or Security Incident Activities:** Supplier will fully cooperate with UC's investigation of any Breach and/or Security Incident involving Supplier and/or Goods and/or Services. Supplier's full cooperation will include, but not be limited to, Supplier:

1. Promptly preserving any potential forensic evidence relating to the Breach and/or Security Incident;
2. Remedying the Breach and/or Security Incident as quickly as circumstances permit;
3. Promptly, but no more than seventy two (72) calendar hours after the discovery of Breach and/or Security Incident, designating a contact person to whom UC will direct inquiries and who will communicate Supplier responses to UC inquiries;
4. As rapidly as circumstances permit, assigning/using appropriate resources to remedy, investigate, and document the Breach and/or Security Incident, to restore UC service(s) as directed by UC, and undertake appropriate response activities;
5. Providing status reports to UC regarding Breach and Security Incident response activities, either on a daily basis or a frequency approved by UC;
6. Coordinating all media, law enforcement, or other Breach and/or Security Incident notifications with UC in advance of such notification(s), unless expressly prohibited by law;
7. Ensuring that knowledgeable Supplier employees are available on short notice, if needed, to participate in UC and Supplier initiated meetings and/or conference calls regarding the Breach and/or Security Incident; and
8. Ensuring that knowledgeable Supplier employees and agents participate in after-action analysis, including root cause analysis and preventive action planning.

E. **Breaches and Security Incidents – Corrective And Preventive Action**: As a result of a Breach and/or Security Incident impacting Institutional Information and/or IT Resources, and upon UC's request, Supplier must prepare a report detailing corrective and preventive actions. The report must include:

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1. A mutually agreed upon timeline for the corrective and preventive actions based on the nature of the Breach and/or Security Incident;
2. Identification and description of the root causes; and
3. Precise steps Supplier will take to address the failures in the underlying administrative, technical, and/or physical controls to mitigate damages and future cyber risk.

F. **Costs**: Supplier must reimburse UC for reasonable costs related to responding to Breaches impacting Institutional Information and IT Resources caused by Supplier. This includes all costs associated with notice and/or remediation of the Breach.

G. **Grounds for Termination:** Any Breach may be grounds for termination of the Agreement by UC. Agreement obligations to secure, dispose, and report continue through the resolution of the Breach and/or Security Incident.

ARTICLE 10. ILLICIT CODE WARRANTY

A. Supplier represents and warrants that the Goods and/or Services do not contain Illicit Code.

B. To the extent that any Goods and/or Services have Illicit Code written into them, Supplier will be in breach of this Agreement, and no cure period will apply.

C. Supplier agrees, in order to protect UC from damages that may be intentionally or unintentionally caused by the introduction of Illicit Code, to promptly isolate or otherwise secure and then return Institutional Information and/or IT Resources.

D. Supplier acknowledges that it does not have any right to electronically hold Institutional Information or assert any claim against UC by withholding the Goods and/or Services using Illicit Code.

E. Should Supplier learn of the presence of Illicit Code, Supplier will promptly provide UC with written notice explaining the scope and associated risk.

F. Supplier represents and warrants that it will take commercially reasonable steps to promptly remove Illicit Code.

G. Supplier represents and warrants that even if Illicit Code is unintentionally installed via any method, Supplier will never utilize the Illicit Code.

H. This provision does not relate to malware or viruses that attack the running IT Resource. These are covered under ARTICLE 9 - COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS.

ARTICLE 11. BACKGROUND CHECKS

A. Before Supplier's employee, sub-supplier, or agent may access Institutional Information and/or IT Resources classified at Protection Level 3 or Protection Level 4[3], Supplier must conduct a thorough and pertinent background check. Supplier must evaluate the results prior to granting access in order to assure that there is no indication

[3] See Exhibit 1.

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that the employee, sub-supplier, or agent presents a risk to Institutional Information and IT Resources.

B. Supplier must retain each employee's, sub-supplier's, or agent's background check documentation for a period of three (3) years following the termination of the Agreement.

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Exhibit 1 – Institutional Information

1. Protection Level Classification[1]:

☐ Protection Level 1

☐ Protection Level 2

☐ Protection Level 3

☑ Protection Level 4

Explanation: [Optional, add detail if needed, may be covered in SOW]

The Protection Level determines the applicable cyber security insurance requirement in the Terms and Conditions.

2. Institutional Information data element descriptors:

Select all data types that apply:

A. ☑ Animal Research Data.

B. ☑ Controlled Technical Information (CTI).

C. ☑ Controlled Unclassified Information (CUI) – 800-171/NARA.

D. ☑ Defense Department: Covered Defense Information (CDI).

E. ☑ Federal Acquisition Regulations (FARS/DFAR) other than CUI.

F. ☑ GDPR personal data.

G. ☑ GDPR special data.

H. ☑ Health data – other identifiable medical data not covered by HIPAA. (Including but not limited to: occupational health, special accommodation, or services qualification, etc.)

I. ☑ Health Records subject to HIPAA Privacy or Security Rule (PHI).

J. ☑ Human Subject Research Data.

   1. ☐ Identified.
   2. ☐ Anonymized.

K. ☑ Intellectual property (IP), such as patents, copyright, or trade secrets.

L. ☑ ITAR/EAR-controlled data.

M. ☑ Payment card data (PCI, PCI DSS).

N. ☑ Personally identifiable information – PII.

O. ☑ Student data, whether or not subject to FERPA.

[1] For reference see: https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html

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P. ☐ Other: _____
Q. ☐ Other: _____
R. ☐ Other: _____
S. ☐ Other: _____

3. Institutional Information Regulation or Contract Requirements:

Select all regulations or external obligations that apply to inform UC and the Supplier of obligations related to this Appendix:

Privacy (* indicates data security requirements are also present)

A. ☑ California Confidentiality of Medical Information Act (CMIA) *****.
B. ☑ California Consumer Privacy Act (CCPA).
C. ☑ California Information Practices Act (IPA).
D. ☑ European Union General Data Protection Regulation (GDPR)*****.
E. ☑ Family Educational Rights and Privacy Act (FERPA) *****.
F. ☑ Federal Policy for the Protection of Human Subjects ("Common Rule").
G. ☑ Genetic Information Nondiscrimination Act (GINA).
H. ☑ Gramm-Leach-Bliley Act (GLBA) (Student Financial Aid) *****.
I. ☑ Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) *****.
J. ☑ Substance Abuse and Mental Health Services Administration SAMHSA (CFR 42 Part 2).
K. ☑ The Fair and Accurate Credit Transaction Act (FACTA).
L. ☑ The Fair Credit Reporting Act (FCRA).

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M. ☑ Chemical Facility Anti-Terrorism Standards (CFATS).
N. ☑ Defense Federal Acquisition Regulations (DFARS).
O. ☑ Export Administration Regulations (EAR).
P. ☑ Federal Acquisition Regulations (FARS).
Q. ☑ Federal Information Security Modernization Act (FISMA).
R. ☑ International Traffic in Arms Regulations (ITAR).
S. ☑ Payment card data (PCI, PCI DSS).
T. ☑ Toxic Substances Control Act (TSCA).
U. ☐ Other: _____
V. ☐ Other: _____
W. ☐ Other: _____
X. ☐ Other: _____

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Exhibit 2
Supplier's Initial Information Security Plan

[Supplier to provide and update per the Appendix DS requirements.]

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Appendix – Business Associate Agreement

This Appendix - Business Associate Agreement ("Appendix BAA") supplements and is made a part of any and all agreements entered into by and between The Regents of the University of California, a California corporation ("UC"), on behalf of its University of California Health System and _____, Business Associate ("BA").

RECITALS

A. UC is a "Covered Entity" as defined under 45 C.F.R. § 160.103

B. UC and BA are entering into or have entered into, and may in the future enter into, one or more agreements (each an "Underlying Agreement") under which BA performs functions or activities for or on behalf of, or provides services to UC ("Services") that involve receiving, creating, maintaining and/or transmitting Protected Health Information ("PHI") of UC as a "Business Associate" of UC as defined under 45 C.F.R. § 160.103. This Appendix BAA shall only be operative in the event and to the extent this Appendix BAA is incorporated into an Underlying Agreement between UC and BA.

C. UC and BA desire to protect the privacy and provide for the security of PHI used by or disclosed to BA in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160, 162 and 164) (the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), California Civil Code § 56 et seq., §§1798.82 and 1798.29, and other applicable laws and regulations. The purpose of this BA Agreement is to satisfy certain standards and requirements of HIPAA, the HIPAA Regulations, including 45 CFR § 164.504(e), the HITECH Act, including Subtitle D, part 1, as they may be amended from time to time, and similar requirements under California law.

D. UC has designated all of its HIPAA health care components as a single component of its hybrid entity and therefore this BA Agreement is binding on all other UC health care components (collectively, the Single Health Care Component or the SHCC). This BA Agreement is effective on the date of the Underlying Agreement under which BA provides Services to UC ("Effective Date").

1. DEFINITIONS

Except for PHI, all capitalized terms in this Appendix BAA shall have the same meaning as those terms in the HIPAA Regulations.

PHI shall have the same meaning as "protected health information" in the HIPAA Regulations that is created, received, maintained, or transmitted by Business Associate or any Subcontractor on behalf of UC and shall also include "medical information" as defined at Cal. Civ. Code § 56.05.

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2. OBLIGATIONS OF BA

BA agrees to:

A. Comply with the requirements of the Privacy Rule that apply to UC in carrying out such obligations, to the extent BA carries out any obligations of UC under the Privacy Rule. BA also agrees to comply with the requirements of California state privacy laws and regulations that apply to UC in carrying out such obligations, to the extent BA carries out any obligations of UC under California Civil Code § 1798 et seq., California Civil Code § 56 et seq., and California Health & Safety Code §§ 1280.15 and 1280.18, as applicable, unless otherwise mutually agreed to by BA and UC.

B. Not Use or Disclose PHI other than as permitted or required by the Underlying Agreement or as required by law.

C. Use appropriate safeguards, and comply, where applicable, with 45 C.F.R. § 164 Subpart C with respect to ePHI, to prevent the Use or Disclosure of PHI other than as provided for by the Underlying Agreement(s) and the Appendix BAA.

D. Notify UC, orally and in writing, as soon as possible, but in no event more than five (5) calendar days, after BA becomes aware of any Use or Disclosure of the PHI not permitted or required by the Appendix BAA or Underlying Agreement(s), including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410 and potential compromises of UC PHI, including potential inappropriate access, acquisition, use or disclosure of UC PHI (each, collectively an "Incident"). BA shall be deemed to be aware of any such Incident, as of the first day on which it becomes aware of it, or by exercising reasonable diligence, should have been known to its officers, employees, agents or sub-suppliers. The notification to UC shall include, to the extent possible, each individual whose unsecured PHI has been, or is reasonably believed by BA to have been, accessed, acquired, used or disclosed during such Incident. BA shall further provide UC with any other available information that UC is required to include in a notification to affected individuals at the time of the notification to UC, or promptly thereafter as information becomes available. BA shall take prompt corrective action to remedy any such Incident, and, as soon as possible, shall provide to UC in writing: (i) the actions initiated by the BA to mitigate, to the extent practicable, any harmful effect of such Incident; and (ii) the corrective action BA has initiated or plans to initiate to prevent future similar Incidents.

E. Ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the BA agree to the same restrictions, conditions, and requirements that apply to the BA with respect to such PHI.

F. If BA maintains PHI in a Designated Record Set, BA shall make the PHI in the Designated Record Set available to UC, or if directed by UC to the Individual or the Individual's designee, as necessary to satisfy UC's obligations under 45 C.F.R. § 164.524.

G. If BA maintains PHI in a Designated Record Set, BA shall make any amendments directed or agreed to by UC pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy UC's obligations under 45 C.F.R. § 164.526.

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H. Maintain and make available the information required to provide an accounting of disclosures to UC, or if directed by UC to the Individual, as necessary to satisfy UC's obligations under 45 C.F.R. § 164.528.

I. Make its internal practices, books, and records, relating to the Use and Disclosure of PHI available to UC, and to the Secretary for purposes of determining UC's compliance with HIPAA, HITECH and their implementing regulations.

3. PERMITTED USES AND DISCLOSURES BY BA

BA may only Use or Disclose the Minimum Necessary PHI to perform the services set forth in the Underlying Agreement.

4. TERM AND TERMINATION

A. Termination for Cause. UC may terminate this Appendix BAA and any Underlying Agreement(s), if UC determines BA has violated a material term of the Appendix BAA.

B. Upon termination of this Appendix BAA for any reason, with respect to PHI received from UC, or created, maintained, or received by BA on behalf of UC, BA shall return to UC, or if agreed to by UC, destroy, all such PHI that BA still maintains in any form, and retain no copies of such PHI.

To the extent return or destruction of UC PHI is not feasible, BA shall (1) retain only that PHI which is necessary for BA to continue its proper management and administration or to carry out its legal responsibilities; and (2) continue to use appropriate safeguards for such UC PHI and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as BA retains the PHI.

C. Survival. The obligations of BA under this Section 4.B shall survive the termination of this Appendix BAA and any Underlying Agreement(s).

The Appendix BAA is signed below by the parties' duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	**BUSINESS ASSOCIATE**
	Canon Solutions America, Inc.
William M. Cooper	DocuSigned by: Peter Kowalczuk 5AABE3CE633E4B5...
(Signature)	(Signature)
WILLIAM M. COOPER	Peter Kowalczuk President
(Printed Name, Title) AVP + CPO	(Printed Name, Title)
8/2/19	12/15/2020 | 6:56 PM PST
(Date)	(Date)

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Appendix - General Data Protection Regulation

During the course of providing Services to, or on behalf of, UC pursuant to the Agreement between UC and Supplier dated _____, Supplier may process personal data as defined below. The Parties agree that with respect to the processing of personal data pursuant to the Agreement or this Appendix – General Data Protection Regulation ("Appendix GDPR"), UC is the data controller (and shall hereinafter be referred to as the "Controller"), and Supplier is the data processor (and shall hereinafter be referred to as the "Processor"). The Parties have agreed that the Processor will provide the Services to the Controller pursuant to and in accordance with the terms and conditions of the Agreement and this Appendix GDPR. In the event of a conflict between the terms of this Appendix GDPR and the Agreement or any amendment or appendix thereto, the terms of this Appendix GDPR shall govern. Supplier agrees to be bound by the obligations set forth in this Appendix GDPR. To the extent applicable, Supplier also agrees to impose, by written contract, the terms and conditions contained in this Appendix GDPR on any third party retained by Supplier to provide Services for or on behalf of UC.

A. <u>Definitions</u>

Capitalized terms used but not defined in this Appendix GDPR will have the meanings set forth in the A reement. The following terms shall have the meanings set forth herein:

1. "**Data**" means all personal data processed by (or on behalf of) the Processor for the Controller under or in connection with the Agreement, including in the provision of the Services. If Appendix DS applies to this Agreement, "Data" as used herein shall also be considered UC Institutional Information as defined in Appendix DS.

2. "**Data Subjects' Rights**" means the rights of data subjects as provided in the GDPR including, but not limited to, rights of access, rectification, erasure, restriction of processing, data portability, objection, and the right not to be subject to automated decision making (including profiling);

3. "**EEA**" means European Economic Area;

4. "**EU**" means the European Union;

5. "**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;

6. "**data subject**," "**personal data**," "**personal data breach**," "**process/processing**," "**pseudonymisation**," and "**supervisory authority**," shall each have the meaning as in the GDPR;

7. "**Subprocessor**" means any third party: (i) who is engaged by the Processor to carry out specific processing activities relating to Data for or on behalf of the Controller; or (ii) to whom the Processor subcontracts any of its obligations in connection with the Agreement.

B. <u>Scope of Processing Data</u>

1. Processor shall process Data solely for the purposes of performing the Services and for the same duration of the Agreement, except as otherwise agreed to in writing by the Parties. The scope and

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further details of Processor's processing activities of Data pursuant to the Agreement and Appendix GDPR are set forth in Addendum A to this Appendix GDPR.

2. To the extent any additional information is required to be included in Addendum A pursuant to the GDPR or any other applicable EU member state, or EEA state law, or this Agreement otherwise requires amendment, the Parties will cooperate to amend this Appendix GDPR in a writing signed by both Parties.

C. <u>Subprocessors</u>

1. Controller generally authorizes Processor to engage Subprocessor(s) to perform any of Processor's obligations in providing Services to Controller in connection with the Agreement as set forth in Addendum A and as allowed under the terms of the Agreement, except that any processing of personal data by Subprocessor(s) outside of the United States or EEA must be specifically authorized in writing prior to such processing by Controller.

2. The Processor shall give the Controller prior written notice of any intended changes concerning the addition or replacement of any Subprocessors set forth in Addendum A to allow the Controller to approve or object to such changes. Such notice shall include details of the processing activity or activities to be conducted by the applicable Subprocessor and the identity and contact details of such Subprocessor.

3. The Processor shall ensure that any Subprocessor approved by Controller in accordance with this Section C is subject to obligations in a written agreement requiring such Subprocessor to comply with the obligations of this Appendix GDPR. If any Subprocessor fails to fulfill its data protection obligations, the Processor shall remain fully liable to the Controller for the performance or non-performance of such Subprocessor.

4. Upon request, the Processor shall provide a copy of each Subprocessor agreement entered into pursuant to this Section C to the Controller.

D. <u>Obligations of the Processor</u>

1. The Processor shall, and shall ensure that each of its employees, approved Subprocessors and any other individual acting under its authority who has access to the Data:

   a. process Data in accordance with the terms of this Agreement, Appendix GDPR or any other written instructions of the Controller, and only to the extent and in the manner necessary to provide Services, and for no other purpose(s). In the event EU or member state law requires Processor to process in a manner not expressly authorized by this Agreement or the Controller's written instructions, the Processor shall promptly inform the Controller of the applicable legal requirement before processing, unless prohibited from doing so on important public interest grounds, consistent with EU or member state law;

   b. keep the Data confidential and ensure that any person authorized to process the Data for or on behalf of the Processor (including but not limited to any Processor employees and staff and approved Subprocessors) has agreed to keep the Data confidential, or is otherwise under a statutory obligation to protect the confidentiality of the Data; and

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c. upon reasonable request from the Controller, provide an up-to-date copy of the Data in the format requested by the Controller.

2. In carrying out its obligations under the Agreement and this Appendix GDPR, Processor agrees to comply with all applicable state, federal and laws of other countries or jurisdictions (including, but not limited to, GDPR), as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Data.

3. In accordance with GDPR, and taking into consideration the state of the art, costs of implementation and the nature, scope, context and purposes of processing the Data pursuant to this Agreement, as well as the risks to the rights and freedoms of natural persons and the risks to processing the Data, the Processor represents and warrants that it has implemented appropriate technical and organizational security measures appropriate to such risks, including, as appropriate: (i) the pseudonymisation and encryption of the Data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability of and access to the Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing. Upon Controller's request, Processor shall provide to Controller evidence demonstrating Processor's implementation of such technical and organizational security measures as required by GDPR.

4. The Processor shall assist the Controller in ensuring compliance with Controller's obligations as a Controller by: (a) cooperating with Controller's implementation of appropriate technical and organizational security measures to ensure the security of processing Data; (b) cooperating with Controller notifications to supervisory authorities and/or data subjects, as applicable, of any breaches of Data; (c) cooperating with Controller's conduct of data protection impact assessments, including but not limited to, any requirements to consult with a supervisory authority as required by GDPR. Processor shall also cooperate with additional obligations of Controller that may be required of it pursuant to GDPR and other applicable data protection laws.

5. In the event of any suspected or actual personal data breach, the Processor shall notify the Controller to the individual identified below immediately upon discovery, both orally and in writing, but in no event more than two (2) calendar days after Processor identifies or reasonably believes a personal data breach has or may have occurred. Processor's notification to the Controller will identify: (i) the nature of the personal data breach, including where possible, the categories and the approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; (ii) a description of the likely consequences of the personal data breach; and (iii) a description of the measures taken or proposed to be taken to address the personal data breach, including where appropriate, measures to mitigate its possible adverse effects. Processor will provide such other information as reasonably requested by Controller. In the event of a suspected personal data breach, Processor will keep Controller informed regularly of the progress of its investigation until the uncertainty is resolved.

In event of suspected or actual personal data breach, the Processor shall notify:

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Name	See Purchasing Agreement	
Phone		
Email		
Address		

6. Processor will fully cooperate with Controller's investigation of any personal data breach, including but not limited to making witnesses and documents available immediately upon Supplier's reporting of the personal data breach at no cost to Controller.

7. Any personal data breach may be grounds for immediate termination of the Agreement by Controller.

8. Except for transfers of Data to the Controller, the Processor shall not process or transfer any Data to any country outside the EEA except pursuant to prior written approval of the Controller, and at all times in compliance with GDPR and other applicable data protection laws.

9. This section is only applicable if Processor's Services include the collection of personal data directly from data subjects:

   In the event Processor's Services include the collection of personal data directly from data subjects that is to be provided to Controller, unless the parties otherwise agree, the Processor shall be responsible for ensuring that such processing of personal data complies with GDPR requirements, including, but not limited to, obtaining a lawful basis to process the personal data.

10. This section is only applicable if: (1) Processor or a Subprocessor is based in the EEA; (2) Processor's or such EEA-based Subprocessor's Services include the transfer of personal data from the EEA to Controller; and (3) data subjects have not explicitly consented to the transfer of their personal data to Controller in the United States:

    Unless the parties otherwise agree on another transfer mechanism that satisfies GDPR requirements, transfers of personal data shall be governed by the Standard Contractual Clauses set forth in Addendum B to this Appendix GDPR.

11. Processor acknowledges that Controller is subject to U.S. federal and state laws and regulations, including but not limited to public disclosure and retention laws and regulations, that may require the retention and disclosure of information that is the subject of the Agreement.

12. Within thirty (30) days of the termination, cancellation, expiration or other conclusion of this Appendix GDPR, Processor will deliver the Data to UC unless UC requests in writing that such Data be destroyed. This provision will also apply to all Data that is in the possession of Subprocessors. Such destruction will be accomplished by "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 Guide to Media Sanitization. Processor will certify in writing to Controller that such delivery

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or destruction has been completed. In the event EU, EU member state, or EEA state law requires the storage of such Data, the Processor shall promptly inform the Controller of such requirement in writing. In such instance, Processor will continue to protect the Data in accordance with the terms of this Appendix GDPR.

E. Data Subjects' Rights

1. Unless Section D.9 of this Agreement applies, the Controller shall be responsible for providing data subjects with any information required under GDPR at the time of collecting such data subjects' personal data, as well as any information requested by data subjects relating to the processing of their personal data.

2. The Processor shall notify the Controller (via the individual identified by UC in this Appendix GDPR) in writing (including by e-mail) of each and any request that it receives from a data subject relating to a Data Subject Right. Such written notification shall be made promptly no later than two (2) business days following receipt of the request, and shall include any information in the Processor's custody or control that may assist the Controller to respond to the request.

3. Unless otherwise required by applicable EU, EU member state, or EEA state law, the Processor shall not respond to any such requests or other communications the Processor receives from data subjects, without the prior written consent of the Controller.

4. The Processor shall assist the Controller in Controller's obligations to respond to requests for exercising Data Subjects' Rights by using appropriate technical and organizational measures, to the extent practicable given the nature of the processing of Data.

F. Accountability

1. Upon written request from the Controller, the Processor shall make available to the Controller all information necessary to demonstrate compliance with its obligations under this Appendix GDPR. The Processor shall make its records, documents, facilities, processes and individuals reasonably available to Controller or Controller's designee for audits or inspections to demonstrate compliance with this Appendix GDPR.

2. The Processor shall immediately inform the Controller if, in the Processor's opinion, any instruction from the Controller with respect to the processing of Data pursuant to this Agreement violates or contradicts GDPR, or other applicable EU, EU member state, or EEA state data protection laws or regulations.

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Addendum A: Scope of Processing Data

This Addendum is part of the Appendix GDPR and includes details of the processing of Data as required by the Agreement.

1. Processor is processing Data on behalf of the Controller for purposes of the performance of Services described in this Agreement. Data shall be processed for the duration of the term of this Agreement, except as otherwise specifically set forth herein.

   Processor does not anticipate processing Data as defined herein. However, Processor will be selling and providing maintenance services on multifunctional copier devices (MFDs) under this Agreement, which will operated by Controller to scan, copy, and generate protected information on Controller premises. All MFDs include encrypted hard drive where data cannot be accessed or read by Processor employees.
   MFDs can be configured to erase stored data directly after each printout. Additionally, a complete deletion of the system and a return to the delivery state is even possible can be performed simplywithout the help of technicians. All data is overwritten up to nine times.
   As such, any access to protected personal information would be purely incidental and is not anticipated.

2. The purposes(s) of the processing of Data to be carried out by the Processor on behalf of the Controller includes:

   Processor does not anticipate processing Data as defined herein. However, Processor will be selling and providing maintenance services on multifunctional copier devices (MFDs) under this Agreement, which will operated by Controller to scan, copy, and generate protected information on Controller premises. All MFDs include encrypted hard drive where data cannot be accessed or read by Processor employees. As such, any access to protected personal information would be purely incidental and is not anticipated.

3. The Data to be processed by the Processor on behalf of the Controller in the performance of Services includes the following: TYPES OF DATA, E.G., NAME, TITLE, CONTACT INFORMATION, BIRTHDATE, AGE, IDENTIFICATION NUMBERS, ACADEMIC RECORDS, FINANCIAL DATA: the Data may also includes the following sensitive data: racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning health, data concerning sex life or sexual orientation, or data relating to criminal convictions or offenses, If the Processor becomes aware that additional personal data not identified above has been received from the Controller, the Processor shall immediately notify the Controller.

4. The Data to be processed by the Processor on behalf of the Controller in the performance of Services relates to the following categories of data subjects: None

5. Controller authorizes the Processor to subcontract the following processing activities to the following Subprocessors: None

6. Other than to the United States as may be required for the performance of Services, and for which the Controller has a lawful basis to transfer the Data to the United States pursuant to GDPR, the Processor may transfer Data to the following countries outside of the EEA: None

Addendum B: Standard Contractual Clauses

Commission Decision C(2004)5721

SET II

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

Data transfer agreement

between

[SUPPLIER] .....(name)

[ENTER ADDRESS] .....(address and country of establishment)

hereinafter "data exporter"

and

The Regents of the University of California, on behalf of its _____ location....(name)

[ENTER ADDRESS] .....(address and country of establishment)

hereinafter "data importer"

each a "party"; together "the parties".

Definitions

For the purposes of the clauses:

a) "personal data", "special categories of data/sensitive data", "process/processing", "controller", "processor", "data subject" and "supervisory authority/authority" shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby "the authority" shall mean the competent data protection authority in the territory in which the data exporter is established);

b) "the data exporter" shall mean the controller who transfers the personal data;

c) "the data importer" shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;

d) "clauses" shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.

b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.

c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.

d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.

e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that:

a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.

c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.

d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.

e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).

f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).

g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

h) It will process the personal data, at its option, in accordance with:

i. the data protection laws of the country in which the data exporter is established, or

ii. the relevant provisions of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data, or

iii. the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: Annex A .....

Initials of data importer: [COMPLETE] ..... ;

i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and

i. the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or

ii. the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or

iii. data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or

iv. with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third party rights

a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.

b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.

b) In the event that:

i. the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);

ii. compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;

iii. the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;

iv. a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or

v. a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.

d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

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Dated:.....

[FOR DATA IMPORTER

.....

.....]

[FOR DATA EXPORTER

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.....]

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ANNEX A

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.

2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.

3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.

4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.

5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.

6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.

7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.

8. Automated decisions: For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:

   a) i. such decisions are made by the data importer in entering into or performing a contract with the data subject, and

   ii. the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

   or

   b) where otherwise provided by the law of the data exporter.

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ANNEX B

DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

Data subjects
The personal data transferred concern the following categories of data subjects:
See Addendum A: Scope of Processing Data, Section 4.

Purposes of the transfer(s)
The transfer is made for the following purposes:
See Addendum A: Scope of Processing Data, Sections 1 and 2.

Categories of data
The personal data transferred concern the following categories of data:
See Addendum A: Scope of Processing Data, Section 3.

Recipients
The personal data transferred may be disclosed only to the following recipients or categories of recipients:
See Addendum A: Scope of Processing Data, Section 5. If applicable, Data importer may also transfer to the data to the following types of recipients:[TO BE COMPLETED BY BUYER]
……
……
……
……

Sensitive data (if appropriate)
The personal data transferred concern the following categories of sensitive data:
See Addendum A: Scope of Processing Data, Section 3. …

Data protection registration information of data exporter (where applicable)
[TO BE COMPLETED BY SUPPLIER]
……
……
……
……

Additional useful information (storage limits and other relevant information)
The data will be protected as set forth in the Agreement. [ADD ADDITIONAL TERMS AS REQUESTED BY SUPPLIER.]
……
……
……
……

Contact points for data protection enquiries

Data importer
[ADD PRIVACY OFFICER CONTACT]
……
……
……

Data exporter
[TO BE COMPLETED BY SUPPLIER]
……
……
……

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UNIVERSITY OF CALIFORNIA

Appendix- Electronic Commerce

This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

SECTION 1 - GENERAL TERMS

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by multiple service providers. Eight of the ten UC campuses utilize the same platform but may require separate implementations, as will the remaining campuses and/or Medical Centers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

SECTION 2 - DEFINITIONS

Catalog(s) refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.

eProcurement and eCommerce are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.

Go Live Date means the date on which a Catalog will be active.

Hosted Catalog means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.

Order means a purchase order for Goods and/or Services placed by a User through an eProcurement system.

Order Data means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.

Punch-out Catalog means a Catalog hosted by Supplier on Supplier's Site. Users may access this Punch-out Catalog via an Internet link provided by Supplier to UC that redirects a User from the Location's eProcurement system to Supplier Site.

Supplier Mark means Supplier's name, trade name and/or trademarks, service mark, or any derivation thereof.

Supplier Site means an internet site operated and maintained by Supplier that has been made subject to this Appendix.

UC Mark means UC's name, trade name and/or trademarks, service marks, or any derivation thereof.

User means an individual authorized by a UC location to use an eProcurement system.

SECTION 3 – RIGHT TO USE

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems, subject to the terms of this agreement. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

SECTION 4 – e-PROCUREMENT SYSTEM RESPONSIBILITIES; MAINTENANCE OF CATALOG(S); LICENSE

(a) e-Procurement System Responsibilities.
Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its relevant system(s); (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its relevant system(s); and (iii) maintaining Internet connectivity.

The supplier will enable its catalog with any UC location that requests one, as long as it is not out of the scope of the terms of the agreement or this appendix. The parties agree to electronically link the functionality of their respective systems, using commercially reasonable efforts.

Purchase Order and Invoice/Credit Memo Data will be transmitted between the systems according to the appropriate method for each University location, cXML, xCBL or EDI standards being preferred. Other methods of PO or Invoice/Credit Memo transmission will only be allowed at the discretion of each University location.

A supplier's Punch-out site (if applicable) will permit: (a) Users to access the Supplier Site when a User selects the Punch-out Catalog; (b) Supplier site to send back user selected items to Location's eProcurement system; (c) User to create an Order through the Location's eProcurement system; and (d) UC eProcurement systems to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.

Supplier must be able to accommodate orders and invoices for multiple UC locations sharing a single eProcurement platform. Supplier must be able to identify the Punch-out session and transmitted PO as being from the individual locations. If providing a Punch-out catalog, Supplier must be able to accommodate multiple UC locations on a single platform using a single Punch-out site, unless requested otherwise by UC.

(b) Maintenance of Hosted and Punch-out Catalogs.
Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system.

UC makes no guarantee of a Go Live Schedule for establishment of a new catalog Systemwide, as each Location is a separate enablement and subject to resource availability. Timelines will be estimated and adjusted by UC as needed for concurrent implementations.

For Hosted Catalogs, Supplier must provide UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions, or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions, or modifications with no less than the lead time specified in Section 10 of this appendix. In addition, for price file updates with a mutually agreed upon activation of January 1, Supplier must submit proposed files at least five (5) weeks prior to the first working day in January. Upon UC's approval of the new Catalog file, UC and Supplier will confirm the Go Live Date; the updated version of the Catalog file will be made effective on that Go Live date. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next acceptable contracted change.

If there is a conflict between a price in a Hosted Catalog and a Punch-out Catalog, UC will be invoiced at the lower price. Supplier must notify UC in advance when substituting items, changing SKU numbers or changing the number of items in a package in any Catalog.

Content in Supplier catalog is limited to the categories specified in this agreement, with additional categories allowed at UC's discretion. Supplier agrees that UC may block Catalog items at the category and/or SKU level.

The University will require Supplier to clearly identify products as Hazardous Materials, Radioactive, and Controlled Substances in the Supplier's catalog, whether Hosted or Punch-out. For Punch-out the identifier will be returned to the cart of the Location's eProcurement system, in a manner/field acceptable to the Location.

The University will require Supplier to clearly identify products with UC-recognized sustainability/green certifications in both hosted and Punch-out catalogs. UC's Contract Administrator will work with Supplier to ensure that contract items that meet the UC criteria for Green/Sustainable products will be prioritized in all product searches. Products that do not meet UC's minimum criteria requirements may be blocked in all hosted catalogs and Punch-out catalogs at UC's discretion.

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors.

(c) License.
Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

(d) Accessibility Requirements.
Supplier agrees that Supplier will make available Goods/Services accessible to people with disabilities and conform to the technical requirements of the relevant Revised Standards of Section 508 of the federal Rehabilitation Act. In addition, Supplier warrants that:

i. Any catalog content provided to UC will comply with the accessibility requirements of WCAG 2.0AA.
ii. Supplier will promptly respond to and resolve any complaint regarding accessibility of any catalog content provided to UC.

SECTION 5 – USER SUPPORT

(a) UC Duties. Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site, and/or other Supplier materials/systems.

(b) Supplier Duties. Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services, Invoicing/Payment/Credits, and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and at least as good as the customer support that Supplier provides to customers who are purchasing through any other means.

SECTION 6 – PROPRIETARY RIGHTS

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties additionally agree as follows: UC may require Supplier to "brand" Supplier's Punch-out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier's Punch-out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sub-

licensable right for Supplier to use it solely for the purpose of a UC-branded Punch-out Catalog hosted by Supplier and subject to the following terms:

(i) Supplier may not make any additional use of the UC Marks without UC's prior written approval.

Supplier's use of the UC Marks in the Punch-out Catalog must acknowledge UC's ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier's trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier's right, title, and interest in and to Supplier's Marks and Supplier's exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Appendix. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks conveyed by Supplier to UC will cease and UC will destroy or return to Supplier all media with Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

(ii) The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate – at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights – the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party's ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California's Education Code.

(a) Grant of License. Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-out Catalog, right to link to and access the Punch-out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.

(b) Modifications. UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the content of the Catalog, except as indicated by Supplier, but may require Supplier to make and submit modifications if required as part of this agreement. However, for hosted catalogs, UC reserves the right to attach flags to catalog items as an aid to shoppers in selecting preferred items, such as green or recycled. UC will not make any representations or warranties, or provide any information, to any third party regarding any Supplier Goods and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix, UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's

concerns are satisfactorily resolved UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

(c) Acknowledgment. Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.

(d) UC Rights. As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to all Intellectual Property Rights associated with UC eProcurement sites, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

SECTION 7 – MULTIPLE SUPPLIERS

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

SECTION 8 – WARRANTY DISCLAIMER

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free.

SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES

(a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.

(b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

SECTION 10 – ADDITIONAL CONTRACTUAL TERMS

In addition to the provisions of Section 4, Section 10 provisions will govern the Catalogs. If the provisions of Sections 4 and 10 conflict, Section 10 will govern.

Type(s) of Catalog(s): At UC's campus discretion, Supplier is allowed to implement a [**specify hosted, Punch-out, or both**] catalog in the UC eProcurement systems. Supplier will be required to comply with UC Location e-commerce requirements on a location by location basis, which includes the decision to move forward with Punch-out or Hosted. Any deviation from the type(s) specified herein must first be agreed upon by UC's Contract Administrator.

Annual Number of Catalogs: Supplier is allowed to submit no more than [**number**] catalogs per calendar year, with changes as follows:

- Content Additions, Deletions and Other Non-pricing Edits: [**insert number of times Supplier can change its content; quarterly or biannually would be recommended**]
- Price Changes: [**insert number of times Supplier can change its price; once per year would be recommended**]

- Allowable level of price change ($/%) will be in accordance with the terms of this agreement.
- If a price file includes both content and pricing changes, it will count toward the pricing allocation.

Lead time: Supplier must load the Catalog price file into the e-Procurement system [**insert number, 10 is the minimum**] working days prior to the planned go-live date. (Exception – for January 1 updates to enabled catalogs, Supplier must submit the price file no later than 5 weeks prior, as specified in section 4.)

Buyer – [Choose those that apply]:

- Number of catalog/price file versions to be supported for this agreement: [**insert number**]
- If more than one catalog/price file version is supported, please include a description/justification (e.g., special pricing for cores): [**insert description**]
- Maximum Number of SKUs allowed: [**insert number**] (optional)
- Categories allowed within Catalog: [**list specific categories**] or
- Categories blocked within Catalog: [**list specific categories**]

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1. General

1.1 Description of the Scope of Services: The purpose of this Statement of Work is for Supplier to sell and/or lease to University multifunction devices (MFDs) with copy, print, scan, and optional fax functionality, and/or Laser Printers, along with related products and support, in a cost effective and efficient manner, accompanied by high standards of quality and service, aligned with University's needs as further detailed herein.

1.2 Participating Locations: Supplier shall make all terms of the Agreement available to all current and future locations of the University of California.

2. Program Requirements

2.1 Program Manager: Supplier shall assign a Program Manager who will have the overall account management responsibility, as well as a dedicated Account Manager per UC Location.

2.2 Supplier's Program Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship:

Name	Dave Wetzel
Phone	940-580-9233
Email	dwetzel@csa.canon.com
Address	12856 Interurban Ave S.,
	Seattle, WA 98168

Supplier's Account Management Team is:

Name	Hilda Martinez – Sales Manager, Southern Cal (1)
Phone	626-482-2570
Email	himartinez@csa.canon.com
Address	207 Goode Ave, Ste 400
	Glendale, CA 91203

Name	Chad Dorman – Sales Manager, Southern Cal (2)
Phone	949-231-0223
Email	chdorman@csa.canon.com
Address	3900 Kilroy Airport Way, Ste 3900
	Long Beach, CA 90806

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Name	John Gerckens – Sales Manager, Northern Cal
Phone	516-477-0523
Email	jgerckens@csa.canon.com
Address	3300 North First Street
	San Jose, CA 95134

2.3 Program Administration: Supplier must provide the necessary staff, infrastructure, and other resources at a level sufficient to ensure efficient, effective, and continually improving fulfillment of its obligations under this Agreement, and as further detailed in the RFP and Supplier's Response, including, but not limited to:

2.3.1 All support to be available no less than Monday – Friday, 8:00am-5:00pm (Pacific).

2.3.2 Provide a toll-free 800 number for Customer Service calls.

2.3.3 Coordinate contract/program implementation, including designating associated Project Manager.

2.3.4 Account management for on-going contract monitoring, maintenance and communication.

2.3.5 Account Representative(s) dedicated to UC Locations.

2.3.6 To insure customer service satisfaction, Supplier is required to call customer 3 business days after equipment installation and training. Customer shall be defined as a designated user for that location. For UC Locations with MFD/Printer Fleet Management Programs, Customer shall be defined as the designated contacts for those Programs.

2.3.7 Supplier's account representative must make frequent on-site visits sufficient to effectively address and resolve issues related to the fulfillment of Suppliers obligations under the Agreement including, but not limited to: customer orders, problems, and invoice disputes; increase sales activity; advise regarding cost reduction and process improvement opportunities; assist in resolving problems; demonstrate products; provide training; and other customer services as required for the efficient operation of the program.

2.3.8 Coordinate all the order/installation process, inquiries regarding order status, and pricing concerns.

2.3.9 Regular business review meetings (frequency to be determined by each location, though no less than quarterly) between Supplier's account manager and other representatives as needed (specialists, local representatives, management) and UC Purchasing and/or MFD/Printer Fleet Management Program at each location to review and discuss agreement purchase activity, Supplier key performance indicators (KPIs) and metrics, outstanding issues, new products and services roadmaps, and other related issues.

2.3.10 Maintain a customer service satisfaction level of 98% or better as evidenced by the results of regular customer survey's conducted by supplier.

2.3.11 A designated contact for billing/invoicing questions and issues.

2.3.12 Guarantee transaction accuracy of 99% or higher.

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2.3.13 Ensure that all Supplier support staff are oriented and trained on Supplier's transaction systems and other infrastructure and processes at a level sufficient to meet University's needs and comply with Supplier's obligations under the Agreement.

2.4 Consistency: Supplier must provide and assure consistency across all UC Locations in the following areas:

2.4.1 Pricing on all Products
2.4.2 Discounts on all Products
2.4.3 Support offerings
2.4.4 New Support offerings
2.4.5 Customer Service
2.4.6 Quality Control
2.4.7 Ordering and Payment Processes and Systems

2.5 Partnering: Suppliers must establish and maintain a partner relationship with UC Location Purchasing and/or MFD/Printer Fleet Management Program with respect to MFDs and Laser Printers at each location to achieve objectives such as:

2.5.1 Improving Supplier performance
2.5.2 Improving product and service quality
2.5.3 Improving equipment utilization levels to reduce costs
2.5.4 Increasing sales through product show sponsorship and other marketing assistance
2.5.5 Reduction of paperwork and increased efficiency through consolidated invoicing and other methods
2.5.6 Competitive pricing strategies

2.6 In the event of a problem, Supplier makes the following escalation process available to UC:

2.6.1 "Client Relationship Escalation Procedures": To effectively manage the Client relationship, Supplier shall maintain a document transformational business model and strategy that demonstrates various 'touch points' within both organizations that covers:

- Management: Allows the effective Operational Management of the contract with respect to the provision of the service and delivery of the documented Key Performance Indicators (KPIs) and Key Risk Indicators (KRIs) across all the business streams.
- Innovation: Allows a continuous focus on innovation of existing contracted services plus a focus on new value-added propositions.
- Review: Provides a regular Strategic review process at a senior corporate level that enables both parties to understand synergies between both organizations that will add value to the relationship through the contract period.

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2.6.2 Issue Escalation Procedures: The effective management of risk and issues is an essential component of all successful programs. At the beginning of the implementation period Supplier will develop a risk and issue log that will be jointly managed with University of California on a regular basis. The risk and issue log will ensure accountability for risks and issues together with clear action to manage and, where possible, mitigate risk and resolve issues. Equally, Supplier will agree to risk and issue thresholds with University of California to ensure the appropriate level of visibility and escalation. The escalation of risks and issues will be managed through an agreed management hierarchy based on their type and criticality.

2.6.3 Technical Service Escalation/Problem Resolution Process (see escalation process in Exhibit 3 Supplier UC Account Support Team. The steps for problem escalation are as follows:

- If the problem is not identified: Customer Service Engineer (CSE) contacts the Supplier Hotline to notify the Work Group Leader, who must respond within one hour.
- If the problem remains unidentified and or unresolved: CSE re-contacts the Work Group Leader and the Supplier Field Manager for Customer Service to get further assistance and direction. This activity must transpire within 1-3 hours.
- If Problem is still not identified or resolved: CSE contacts Work Group Leader, Customer Service Technical Specialist, and Field Manager for Customer Service to obtain further suggestions/information. This should occur within 3-4 hours.
- If Problem is still not identified or resolved: CSE makes arrangements to receive site assistance from Work Group Leader/Customer Service Technical Specialist, and notifies the customer's decision maker on equipment status. This should occur within four to six hours.
- If Problem is still not identified or resolved: CSE, Work Group Leader and Customer Service Technical Specialist contact Field Manager Technical Service to seek assistance outside the immediate support team. This should occur within six to eight hours.
- If Canon is unable to correct the issue at this point, Canon Customer Satisfaction Policy states: If Customer is not satisfied with the performance of a Canon or Océ brand product, upon Customer's written request, Supplier in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, Supplier shall have the opportunity to return the product to good working order in accordance with the terms of this Contract. This policy shall apply for 5 years from the date of installation or for the initial term of any Canon Financial Services, Inc. lease, if longer, provided Customer is not in default of its Customer Agreement and such maintenance services have not been canceled or terminated.

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2.7 Disaster Recovery/Business Continuity Plan: Supplier must establish, test, and maintain a Disaster Recovery/Business Continuity Plan, and deploy other systems and processes as necessary, in order to ensure efficient and timely fulfillment of its obligations under this Agreement in the event of a disaster or other service interrupting event.

2.8 Service Standards: During the term of this Agreement and any extension(s) of the Term, Supplier will provide the following minimum service standards:

2.8.1 Uptime per device – 96% measured as a quarterly average
2.8.2 Response time per device (MFDs) –4 business hours within 1 business hour acknowledging call back from technician or dispatch – starting from time of call placement, measured as a quarterly average.
2.8.3 Response time per device (MFDs) – Areas beyond 20 miles from a major UC Location – Maximum 8 hours or upon mutually agreed time frame with field office or location administrator.
2.8.4 Response time per device (Laser Printers) – within 2 business days
2.8.5 Repair time – Average of 2 hours measured as a quarterly average.
2.8.6 Delivery-equipment (new equipment) – 10 business days from Supplier receipt of order. Delivery between 8 a.m. and 12 p.m. (PST) with one-hour pre-delivery call, unless otherwise arranged.
2.8.7 Delivery-replacement parts (MFDs) – within 8 business hours from Supplier receipt of order. Parts must be new unless pre-tested refurbished parts are requested by UC for a reduced cost.
2.8.8 Delivery-replacement parts (Laser Printers) – within 2 business days from Supplier receipt of order. Parts must be new.
2.8.9 Delivery – Supplies – within 2 business days from Supplier receipt of order
2.8.10 Installation (MFDs) – upon delivery unless otherwise arranged
2.8.11 Installation (Laser Printers) – if requested, within 2 business days of delivery unless otherwise arranged
2.8.12 Setup – Within 4 business hours of delivery
2.8.13 Training, initial customer training and IT support: Unlimited user training on features and functionality at no charge. Initial IT support at no charge.
2.8.14 Return customer calls (at no cost to UC) – within 1 hour
2.8.15 Resolve billing issues – within 10 business days

2.9 During the term of this Agreement and any extension(s) of such term, Supplier shall provide after-hours services based on the following service standards:

2.9.1 Response time – Average 4 hours
2.9.2 Repair time – Average 2 hours

2.10 Maintenance services requested and performed outside Supplier's normal business hours will be charged to UC at the rates provided in Exhibit 1. Supplier shall not charge

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UC more than thirty (30) minutes travel time for the services performed after normal business hours.

2.11 Supplier agrees to provide to UC, during Supplier's normal business hours (Monday-Friday, 8:00am-5:00pm Pacific), the maintenance necessary to keep the Product in, or restore the Product to, good working order. This maintenance service includes maintenance, based upon the specific needs of individual Product, as determined by Supplier, and unscheduled, on-call remedial maintenance.

Maintenance will include, but is not limited to, lubrication, adjustments, and the replacement of maintenance parts deemed necessary by Supplier. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Supplier. Maintenance services provided under this Agreement does not assure uninterrupted operation of the Product. Maintenance shall not include repairs necessitated by factors other than normal use (e g. willful or negligent acts, service provided by unapproved third parties, ambient conditions, use of parts or supplies not provided by Supplier, etc.).

Maintenance service requested and performed outside Supplier's normal business hours will be charged to UC at Supplier's applicable time and material rates and terms as provided in this Agreement.

Maintenance costs must be fixed or lowered during the term of the contract. Maintenance costs cannot increase in price during the initial term of the Agreement. Maintenance costs itemized on each individual order schedule shall be fixed for the initial term stated on the schedule, not to exceed sixty (60) months and shall be subject to annual increase thereafter.

Toner and staples (“Consumables”) are provided at no additional charge for exclusive use with the Equipment. If you use the Consumables in a different manner and your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, as determined by Supplier, Supplier may invoice you for such excess usage provided, that Supplier shall not invoice you for such excess toner usage unless and until Supplier has first notified you of the excess toner usage, and until you and Supplier 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. Additional toner may be purchased from Supplier if required during the term. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain Supplier’s property and shall be returned promptly upon termination of this Agreement.

Relocation of Copiers
During the course of this Agreement, it may be necessary for various reasons to relocate installed copiers. After initial installation, upon customer request, any multi-function copier between 20 PPM and 105 PPM may be relocated one (1) time per Customer Agreement

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period at no additional charge. The number of relocations provided at no additional charge shall not exceed the aggregate number of units installed per member under this Customer Agreement. Any relocations in excess of this, shall be invoiced at CSA's then current rates.

2.12 Service Warranty: Supplier warrants that services will be performed in a good workmanlike manner in accordance with the applicable service description. Supplier will service during the warranty as well as during the Service Contract through its own Service Organization. It is understood and agreed by UC that Supplier retains exclusive ownership and control of any proprietary software diagnostics utilized in servicing the Products. Supplier to provide MFD and Laser Printer warranty (Parts and labor) 90 Days.

2.13 Product Warranty Supplier warrants the Canon Brand equipment it supplies will be free from defects in material and workmanship for ninety (90) days from the date of delivery. In addition, after such ninety (90) day period, Supplier will maintain such equipment in good operating order per manufacturer's specifications provided subject to normal use. Within five (5) years for purchase or the term of the lease, of original installation of any newly installed Canon brand equipment covered by the agreement, Supplier will at Customer's written request, replace such equipment with a like unit if Customer meets the following three conditions: (1) The equipment is continuously and exclusively serviced by Supplier or it's subcontractor from and including the date of original installation; (2) Customer fulfills all terms of the agreement; (3) Before requesting a replacement unit, Customer gives Supplier the opportunity to cure any service problems which Customer may have with the equipment. In the event that an item of equipment is inoperable for a period in excess of sixteen (16) consecutive business hours, Supplier will supply a loaner unit until the machine is restored to good working order. Supplier to provide MFD and Laser Printer warranty (Parts and labor) 90 Days.

2.14 Non-Performance Penalty: Supplier agrees to credit UC for not complying with the service standards specified in Section 2.8, as follows:

2.14.1 Maintenance credit - Up to one hundred (100) percent credit to individual UC Locations of monthly maintenance charge for individual MFD availability of less than ninety-six (96) percent calculated for each MFD as specified below:

Uptime % Credit (off maintenance monthly charge)

Uptime %	**Credit (off maintenance monthly charge)**
100% - 96.0%	0
95.9% - 95.0%	1%
94.9% - 94.0%	2%
93.9% - 93.0%	4%
92.9% - 92.0%	6%
91.9% - 91.0%	8%

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90.9% - 90.0%	10%
89.9% - 89.0%	12%
88.9% - 88.0%	14%
87.9% - 87.0%	16%
86.9% - 86.0%	18%
85.9% - 85.0%	20%
84.9% - 84.0%	22%
83.9% - 82.0%	24%
82.9% - 82.0%	26%
81.9% - 81.0%	28%
81.9% - 80.0%	30%
Less than 80.0%	100%

For purposes of computing the effective performance level, accumulated hours of failure downtime for any month will be adjusted to the nearest whole of half-hour.

Credits to be calculated based on prorated share of maintenance charge to be calculated and prorated on a per equipment/unit basis.

Uptime is defined as the number of hours that each MFD is available and in good working order during Principle Period of Maintenance coverage as follows:

Uptime Percentage = PPM - FT x 100
PPM

PPM - Principle Period of Maintenance (8:00am - 5:00pm, Monday through Friday, except holidays)

FT - Failure Time

For purpose of calculation, Failure Time is defined as any time during the Principle Period of Maintenance when a MFD is incapable of using any its features and functions, due to a failure of the machine mechanically or electronically. This Failure Time will be tracked and reported by Supplier.

2.14.2 Delivery credit - Up to fifteen (15) percent of the UC net purchase price and/or monthly lease charge to be calculated on a per equipment unit basis for each device as specified below. The credit for late delivery will not apply in the event Supplier provides, within required delivery time as stated in 2.8 above, a loner acceptable by UC ordering department.

Delivery Schedule (Business Days)	**Credit** (Off UC purchase/lease price)

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10 days	0%
11 days	1.0%
12 days	2.0%
13 days	3.0%
14 days	4.0%
15 days	5.0%
16 days	6.0%
17 days	7.0%
18 days	8.0%
19 days	9.0%
20 days	10.0%
More than 20 days	15.0%

2.14.3 The minimum quality of service standards set forth above recognize that occasional errors are likely, however, the Supplier further agrees to use best efforts to achieve 100% of service level. Should the service levels fall below the minimum standards and the Supplier does not take corrective action within thirty (30) days following University written notification, the University reserves the right to terminate the Agreement immediately.

2.15 Delivery and Installation:

2.15.1 Supplier shall provide delivery and installation of devices, including fulfillment process from UC Purchase Order submission to delivery, all at no separate or additional charge to University. UC has the option to accept or reject all Products delivered after promised delivery time, and in addition, may hold Supplier liable to an direct damages caused by late delivery as determined and documented by UC; provided, however, in no event shall the amount of such direct damages exceed UC documented replacement substitution cost for Products ordered. Supplier will report any delivery delay whatsoever to the ordering location, as well as its cause, within two (2) days after Supplier is able to reasonably determine there will be such a delay; such report will be provided to UC by telephone, email, or facsimile. Supplier shall keep UC fully informed if late delivery is due to causes beyond the reasonable control and without the fault or negligence of Supplier, including but not limited to: acts of God, war, civil commotion, governmental action, fire, floods, unusually severe weather, explosions, earthquakes, strikes or walkouts against UC, quarantine restrictions, or other causes beyond reasonable control of Supplier.

2.15.2 Suppliers' dedicated account representative must coordinate all the delivery, installation and training processes with designated representative(s) at each UC Location.

2.15.3 Supplier will provide a written acknowledgment of equipment delivery and installation.

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2.16 Training: Supplier must provide training to UC authorized personnel sufficient to enable the proficient and productive use of Supplier's devices, systems and processes including, but not limited to:

- Initial Training (following installation)
- Follow-up training
- On-going training (existing and new users)

2.16.1 Training to be provided by Supplier at UC Locations at mutually agreed upon dates and times, at no charge to UC.

2.17 Sustainability: Suppliers shall comply with the University of California Sustainable Practices Policy which is the University's standard for all sustainable practices including, but not limited to:

2.17.1 For each device covered under the Agreement that are included in sections 8.1 and 8.2 below, Supplier must provide that device's EPEAT rating (Gold, Silver, Bronze) along with the EPEAT recorded options score. Each device must have achieved a minimum EPEAT rating of Bronze.

2.17.2 Provide a take back process for toner cartridges and other consumables at no additional cost to University.

2.17.3 Post-Consumer Waste (PCW) Paper:

- All devices shall be able to use recycled content paper up to and including 100% Post-Consumer Waste (PCW) paper with high reliability, as long as the paper in use meets standard paper categories (e.g. copy, laser, or multi-purpose paper).
- Full duplexing using up to and including 100% PCW paper shall be guaranteed by the manufacturer to reliably accomplish 100% duplexing. Recycled paper PCW content cannot be faulted by the Supplier's service personnel for equipment malfunctions.
- Should a condition arise in which paper is suspect in underperformance in a significant number of devices using the same paper or same paper batch numbers, further testing may be coordinated by a UC designated official with Supplier to test and determine the appropriate resolution.

2.17.4 Environmentally Responsible Packaging: Supplier agrees to use good faith efforts to utilize minimal packaging, environmentally responsible packaging, recycling practices, and packaging take back for reuse, to minimize the adverse effects of packaging on the environment.

2.17.5 Provide a process by which devices acquired under this Agreement can be taken back by the Supplier at the end of their useful life for remanufacturing, refurbishing, or recycling of parts. For MFDs, Supplier must take back devices at the end of their useful life at no cost, at University discretion.

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2.17.6 Sustainable Transportation: Supplier agrees to work towards creating a delivery and transportation model which minimizes Green House Gas (GHG) emissions and has the least impact on the environment. The purchase of the cleanest and most efficient vehicles and tires will be a Supplier goal. The use of alternative fuels will be utilized where and when appropriate.

2.17.7 Sustainable Operations: Supplier agrees to implement a continuous improvement program related to sustainable operations of its facilities.

2.17.8 Reporting: Supplier will report to UC during the quarterly business reviews regarding the improvements that have been made in the previous quarter and planned improvements for the upcoming quarters. Supplier will provide UC quarterly summary reports as specified in the RFP detailing purchases, incentives and the purchase of sustainable products by UC systemwide and by location.

2.17.9 Supplier is required to register and participate in an assessment of their sustainability practices and procedures through the Ecovadis Corporate Social Responsibility (CSR) monitoring platform. For more information on the EcoVadis platform and costs associated with an assessment, please see the EcoVadis Supplier Solutions Website here: *https://www.ecovadis.com/us/supplier-solutions-2/*.

2.18 Accessibility:

2.18.1 Products will be accessible to people with disabilities and comply with California Building Code 2016 for "forward reach" (11B-308.2) and for "side reach" (11B-308.3).

2.18.2 OCR will be available on all scanners at no additional cost to UC.

2.18.3 On devices with scanning functionality, the installer or repair person will ensure that a one-page instructional flyer is posted at the device that (a) explains why OCR is critical to make PDFs accessible to people with disabilities, (b) instructs the user how to easily turn the OCR capability on/off, (c) provides information about the impact of the OCR process on file size or other document properties, emailing, uploading, and other functionality, and (d) advises that all floor-standing devices should have sufficient clearance for wheelchair access.

2.18.4 Accessibility features for each product will be identified in the supplier's online Ecatalog.

2.19 Technical Support: Supplier must provide the following technical support to UC Locations:

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2.19.1 Initial installation and configuration of MFD hardware and software for network connectivity and full functionality of the MFD to UC Locations and their IT resources, as needed and/or requested.

2.19.2 Onsite equipment electrical and mechanical troubleshooting and repairs.

2.19.3 Dedicated technical support staff with a working knowledge of all aspects of network functionality across all platforms including, but not limited to:

2.19.4 Hardware installation (network cards, cabling, etc.)

2.19.5 LDAP

2.19.6 Network administration (equipment, software installation/configuration, printer driver installation/configuration/characteristics and security settings as needed and requested.)

2.19.7 Advice and assistance with user-settable options in display menus and submenus

2.19.8 Support for MFDs or Laser Printer issues with respect to 3rd party vendor software and hardware.

2.19.9 Full maintenance services for Laser Printers, including repair parts, software and firmware updates and labor.

2.19.10 Supplier's employees that will be physically present at UC Locations (i.e. delivering copiers, providing service) must conform to the following:

- Wear proper uniform
- Carry badges with picture ID
- Successfully passed the following pre-employment background security checks:
  - Social security trace
  - National criminal search (including national sex offender registry)
  - County criminal search
  - Prior employer screening
  - Highest level of education (exempt only)
  - Motor vehicle record (driving roles only)

- Bonded, or appropriately equivalent Crime Insurance coverage

2.19.11 The Supplier UC Account Management Team will consist of the dedicated Supplier Account Manager, Service Technicians, a dedicated Customer Relation Advocate as well as any other support personnel and resources deemed necessary at each location to ensure best in class contract monitoring, maintenance and provide UC locations with clear and concise communication.

3. Pricing:

3.1 Pricing on Exhibits 1 and 2 are expressed as a discount from Manufacturer Suggested Retail Price) MSRP. MSRP must be available on a manufacturer's published price list and be publicly available throughout the agreement term.

3.2 The prices of Supplier's products included in this Agreement shall not increase for the duration of this Agreement for existing Models.

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3.3 Supplier will utilize the following Value-Added Resellers to perform maintenance, service and support for all UC locations at the pricing stated in the Pricing Exhibit 1.

3.4 During the term of the Agreement, Supplier may add or delete contract devices introduced or removed from the market by the Supplier, provided the added device falls within the scope of the respective category. Supplier must update its dedicated contract websites and published catalogs and lists to reflect this change. New devices must be adequately described and the associated price list must be updated to reflect the new devices prices. Pricing must utilize the same pricing structure as was used for other devices falling into the same product category. The pricing structure will be dictated by the purchase price determined from the discount from Manufacturer Suggested Retail Price (MSRP) and other specified discounts listed in this RFP. Lease pricing will be dictated by the quoted leasing rates applied to the purchase price. Such additions and deletions must be approved by the UC contract administrator or their designee.

When legally or contractually allowed by the existing contract vehicle, Supplier agrees to extend the pricing terms for maintenance services and supplies included in this Agreement to Supplier's current population of Products placed at UC prior to the execution of this Agreement for models that are identical to the models in the bid. In the event that the current pricing for maintenance services and supplies is less compared to the pricing listed in Exhibit 1, the current pricing shall not change.

3.5 Supplier will provide an additional 1% discount on the published UC equipment portion of the price list for Outright Sale/FMV and FPO Lease (equipment price only, excluding maintenance) for orders that include multiple units (more than one) of any combination of MFD/Printer Models over $250,000. Any/all discounts will be taken at the time of order.

3.6 Earned incentives: Supplier will work with UC to establish a meaningful recognition program for educational support based on the utilization of the Agreement. Both the UC and the Supplier will obtain the required approvals of their respected organizations prior to commencing the program. The program once approved will become Attachment D of this Scope of Work and may be modified from time to time with mutual agreement.

- <u>UC MFD/Printer Fleet Management Programs:</u> Some UC Locations (as identified in the RFP Campus Profiles) utilize established UC MFD/Printer Fleet Management Programs, or similar groups managing a large population of MFDs and/or Laser Printers for the UC Location. The value added services provided by these Fleet Management Programs may vary, but generally include:

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- Institutional knowledge and understanding of UC Location hierarchy, policies & procedures, and local campus geography;
- Onsite central point of contact at UC Location for first-tier service response and coordination, and centralized supplies and parts;
- Consultation and equipment needs assessment for multiple departments within the UC Location;
- Consolidation of multiple equipment orders onto single purchase orders (lease or purchase);
- Coordination for volume deliveries of equipment;
- Consolidated billing and meter reading reconciliation through a single contact at the UC Location;
- Coordination of internal campus services for: delivery access, electrical upgrades, network access, copy/print control systems, help desk troubleshooting, and service call avoidance;
- Summary invoicing, and single-contact invoice reconciliation;
- Managed mediation of customer equipment expectations and performance issues in lieu of the Supplier

In recognition of these value-added services currently in place at the UC Locations identified, and their resulting reduction in Suppliers' efforts, resources, and expenses, Suppliers will provide MFD/Printer Fleet Management Programs an additional seven and one-half percent (7.5%) discount off all pricing on Exhibit 1.

If, after the implementation of this contract, a UC Location not operating such a program as of the effective date of this Agreement determines that it is in their best interest to deploy such a program, Supplier will be notified by that UC Location's procurement office, after appropriate review and authorization. On authorization, such programs will be entitled to all benefits available to those programs currently established as detailed herein.

MFD/Printer Fleet Management Programs reserve the right to negotiate further discounts on any of Suppliers' products and/or services provided for under this RFP and its resulting contract.

At UC Locations with MFD/Printer Fleet Management Programs, Supplier will partner with these programs and direct all potential campus customers at the UC Location to the program before selling or leasing an MFD/Printer to the campus customer. Additionally, Supplier will provide marketing expertise to further the program development at the UC Location.

4. **Reporting:** Supplier must provide electronic reports (in Microsoft Excel) or any other requested format to designated UC contacts providing a wide range of information, at both the system-wide and individual UC Location level, related to the Agreement including, but not limited to:

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4.1 Quarterly Report Population of MFDs and Laser Printers reports including but not limited to the following data:

- UC Location
- UC department
- UC purchase order number
- Name, phone and email for department placing the purchase order
- Equipment serial number
- Name and Model of product(s) and/or service(s) Purchased
- Quantity purchased
- Price paid, per unit and total
- Method of acquisition (lease, purchase, etc.)
- Sustainable product purchases

4.2 Monthly Reports:

- Response time
- Repair time
- Uptime
- Total service calls
- Delivery time
- Installation time
- Open leases, remaining terms, etc.

4.3 Equipment inventory report that will provide a detail listing of all products and their locations at the particular UC Location.

4.4 Annual reports comparing UC contract pricing with Supplier's other pricing available in the higher education market for similar size and scope program.

4.5 Other reports as reasonably requested by UC.

4.6 Supplier must make a commercially reasonable effort to provide reports within five (5) business days of UC's request.

5. Maintenance Service

5.1 Supplier agrees to provide to UC, during Supplier's normal business hours, the maintenance service necessary to keep equipment in, or restore the equipment to, good working order in accordance with Supplier's policies then in effect. This maintenance service includes maintenance based upon the specific needs of individual equipment, as determined by Supplier, and unscheduled, on-call remedial maintenance.

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5.2 Maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by Supplier. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Supplier. Maintenance services provided under this Agreement does not assure uninterrupted operation of the Product.

5.3 Supplier must coordinate all service calls through a centralized dispatch desk. All calls must be logged into a service system with a minimum of the following information:

5.3.1 All relevant customer information, location, phone number(s), contact name, caller name
5.3.2 A unique repair ticket number
5.3.3 Time of call placement from the customer
5.3.4 The customer's reported equipment malfunction or issue
5.3.5 The equipment id number, model and serial number
5.3.6 The equipment status operational status: operational, substandard, or inoperative
5.3.7 Dispatched agent name or id number, dispatched time, location, caller, make, model, serial # and problem

5.4 Suppliers must further log the following information upon call completion:

5.4.1 Service technician's report of actual problem and troubleshooting & repair actions conducted.
5.4.2 Arrival time, End time, Total Repair time, service copies made, final call status i.e.: completed, - closed, open, pending, escalated.
5.4.3 Meter readings upon service completion (i.e. print, scan, color, b/w).

5.5 Locations with MFD/Printer Fleet Management programs may require that the call completion information be supplied from the Supplier's repair technician to a designated MFD/Printer Fleet Management program administrator at the conclusion of the service call.

5.6 <u>Repair Parts and Supplies</u>:

5.6.1 Supplier must carry in stock all common parts for no greater than next-day access by Supplier's service personnel.
5.6.2 Supplier must produce or make parts and supplies available for no less than five (5) years after a model has been discontinued.
5.6.3 Supplier must provide all UC Locations with the same discount for parts and supplies for the devices covered under this Agreement.

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5.7 MFD Service and Parts: Supplier must offer full maintenance services for MFDs, including repair parts, software and firmware updates and labor based on the following options:

- **Option 1**: Cost Per Impression Charge – Zero Volume Base
  Supplier will provide full service maintenance with supplies, excluding paper. Supplier will invoice respective UC Location on a monthly basis using a cost per impression charge applied to the actual monthly impression volume in the covered period without any minimum and/or maximum volume restrictions. Volumes will not be estimated. These rates apply to purchased and leased MFDs.
- **Option 2**: Monthly Minimum Charge
  Supplier will provide full service maintenance with supplies, excluding paper. Supplier will charge UC a fixed monthly minimum charge, which will include a monthly impression volume allowance, with a separate cost per impression charge applied to the overage. These rates apply to purchased and leased MFDs.
- **Option 3: T&M** - Fixed Charge per Occurrence
  Supplier will provide service repairs and maintenance using a Time and Material option. Supplier charges UC a fixed amount per occurrence and/or a fixed hourly fee, after expiration of standard or extended equipment warranties.

5.8 **Lemon Clause**: After the 90-day warranty period and until 36 months from the date of installation, or coterminous in the case of a longer lease, except due to operator error, for any device that fails to operate in accordance with the manufacturer's published performance specifications three times in any four week period and/or is subject to recurring related problems, Supplier shall replace that device with a new MFD or Laser Printer that meets the requirements of the same lot as the original equipment model, at no cost to the user. This will take precedence over any other warranty or service maintenance clauses associated with this contract. For purchased devices, customers must maintain an uninterrupted maintenance agreement, cost per copy, or lease agreement including parts and supplies with the contract vendor for the Lemon Clause to apply past the initial 90-day warranty period. The UC Location Purchasing and/or MFD/Printer Fleet Management Program will review user requests for the application of this clause and will make a determination regarding its use.

If 25% or less of the device's useful life has been used up, the device must be replaced with a "new device". A "like for like" device may be used if 25% or more of the useful life of the device has been used up and the Customer agrees to the "like for like" exchange. Note: Prior to the lease or purchase of a device, awarded vendors must provide UC with the device's "Useful Life".

6. Data Security

6.1 For all MFDs/Laser Printers, Suppliers must:

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6.1.1 Disclose all default accounts, access methods, and passwords on the device at delivery.

6.1.2 Certify that log-in credentials are not communicated in clear text by default, though clear text may be an option if cipher text is available as an option.

6.1.3 Deliver MFDs and/or Laser Printers with the latest, fully-patched software, firmware, or other OEM software as provided for device functionality as detailed on the “Specifications” tab of Attachments B and C.

6.1.4 Notify all UC Locations of all known and reported vulnerabilities, and of planned updates or mitigations to software provided for device functionality as detailed on the “Specifications” tab of Attachments B and C.

6.1.5 Disclose and describe shared accounts or service accounts that Supplier technicians may or will use, and the security procedures planned by Supplier.

6.2 All devices must:

6.2.1 Provide secure login for administrator access (including username and password). Upon setup and configuration, all default device or interface passwords must be changed and communicated to the designated contacts(s).

6.2.2 Provide IP and MAC address filtering to limit users’ access to the device via the web interface; and

6.2.3 Provide on/off (switchable) provisions for other types of access, including but not limited to telnet, rsh, SNMP, FTP, IPSec, SSL/TLS, etc. Suppliers must list all on/off provisions for all types of access in their response.

6.3 All MFDs/Laser Printers that are equipped with hard drives must:

6.3.1 Possess an “always on” security feature that overwrites the sector(s) of the hard drive used for processing copy, print, or scan data using at least 3 passes, preventing the data from remaining on the hard drive of the MFD or Laser Printer after the copy, print, or scan job is finished.

6.3.2 Provide at least 128-bit AES encryption (or equivalent) as part of the storage process for any information held on the hard drive for long-term storage.

6.3.3 Provide secure login for administrator access (including username and password), allowing administrators to set access levels for users who perform tasks on the device (e.g., managing address books (fax or scan addresses), or printing print, fax, or copy/scan logs). Upon setup and configuration, all default device or interface passwords must be changed and communicated to the designated contacts(s).

6.3.4 Isolate any incoming FAX line from all hardware that has network access. MFDs must have no physical or data connection between the Page Memory (or Temporary Data Storage) and the FAX controller.

6.4 Hard Drive Data. University acknowledges that the hard drive(s) on the equipment, may retain images, content or other data that University may store for purposes of normal

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operation of the equipment ("HD Data"). University acknowledges that Supplier is not storing HD Data on University's behalf and that exposure or access to the HD Data by Supplier, if any, is purely incidental to the services performed by Supplier. The equipment contains various security features that University can utilize to easily erase or dispose of stored data.

6.5 Provide on/off (switchable) control of read/write access to the device from portable media (e.g., SD cards, USB drives, etc.); UC System Administrator will be required to initialize the Hard Drive via the device's local control panel utilizing the "Initialize All Data/Settings" function and additionally, Supplier will be required to initialize the Hard Drive utilizing the "Initialize All Data/Settings" function and provide certification of completion including device serial number, device name, erase mode, date and time of erasing, and firmware version to the appropriate UC System Administrator, at the end of a lease, cost-per-copy agreement, or at trade-in (or at any time, for any reason, an MFD and/or Laser Printer is removed from UC) at no additional cost to UC. From time to time, when devices are leased, Supplier may be required to remove and surrender a Hard Drive to a UC System Administrator, for a flat fee as priced in Pricing Exhibits 1.

1. If Solid State Devices (SSD) are used solely on Canon supplied devices, when the "Initialize All Data/Settings" function is invoked, the result would be equivalent to a cryptographic erasure
2. If there will be a mix of SSD and Hard Disk Drives (HDD) used on Canon supplied devices, when the "Initialize All Data/Settings" function is invoked, the result would be equivalent to cryptographic erasure on Canon supplied SSD and purging (secure erase firmware command or cryptographic erasure) for Canon supplied HDD.
3. See below bullets for further clarity and definitions

- Definitions Per UC IS-3 UC Institutional Information Disposal Standard:

Cryptographic Erasure is defined as a disposal process that safely destroys all copies of the decryption key. If all data is adequately encrypted, then once the decryption key is removed, the Institutional Information is not recoverable. Note, for Cryptographic Erasure, the UC IT Workforce Member must verify that all data is adequately encrypted on the Canon device. The location of all decryption keys must be known and documented. An action that safely destroys all copies of the key must be available. The cryptographic algorithm employed must meet minimum standards, as defined by NIST FIPS 140-2.

Purging is defined as a disposal process that makes the media reusable but makes accessing the Institutional Information infeasible. This applies to physical or logical techniques that render Institutional Information recovery unachievable. Purge protects against laboratory attacks. Executing the secure erase firmware command on a disk drive, Cryptographic Erase and Degaussing are acceptable methods of purging.

6.6 Supplier will work with each University, Health Center and Laboratory System Administrator to create the appropriate standards for device security including; interface, network, port

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usage, authentication, key/certification, log, job and storage parameters. Prior to deliver the HDD Data Erase function will be enabled in all Canon imageRUNNER devices to overwrite at least once with NULL Data in the temporary image data storage areas. UC System Administrator can configure the device to automatically overwrite to other settings.

7. **Technology Requirements:** Suppliers' devices must have the technological capability to fulfill specific requirements of the University including, but not limited to the following required device technologies:

7.1 100baseT or greater Ethernet connectivity

7.2 Connectivity to Supplier's MFDs and/or Laser Printers by devices using the following operating systems, including universal and device-specific PPDs. Include the expected timeframe for release of PPDs after operating system upgrades:

7.2.1 Windows (requirement is from Windows 10.0 and higher; Suppliers to specify versions)

7.2.2 Macintosh (Suppliers to specify versions; requirement is from OSX 10.13 and higher)

7.2.3 IOS (Suppliers to specify versions; requirement is from iOS 11.0 and higher)

7.2.4 Android (Suppliers to specify versions; requirement is from Android OS 8.0 and higher)

7.3 Connectivity to Supplier's MFDs and/or Laser Printers by following communications protocols:

7.3.1 POP, IMAP

7.3.2 IPv4/IPv6/IPsec

7.3.3 LDAPv3 or higher

7.3.4 Kerberos – must include Kerberos for Windows and Macintosh Operating Systems listed in 2a-2b above

7.3.5 LPR/LPD/IPP

7.3.6 AirPrint

7.3.7 SMTP

7.3.8 SNMP v1 – v3 including authentication protocols

7.3.9 TCP port 9100 direct printing (bidirectional)

7.3.10 SSL/TLS

7.4 Printing to Supplier's MFDs and/or Laser Printers using the following printing protocols/output types:

7.4.1 PostScript Level 3

7.4.2 PCL 6e

7.4.3 PDF

7.5 Effective and successful installation and set-up of Supplier's MFDs and/or Laser Printers on University network.

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7.6 Effective and successful installation and set-up of connectivity software (including, but not limited to, PPDs) to Supplier's MFDs/Laser Printers on customer computers as requested by the UC Location.

7.7 All Proposers' devices must be able to interface with existing third-party access control and management systems at UC locations (Equitrac, ITC, Pharos, PaperCut, PCounter, or comparable), with the following requirements to achieve reliable and accurate transactions and transactional reporting:

7.7.1 Embedded software and/or external hardware to enable use of the third- party system; device-specific interface cables for external hardware must be provided and installed by Supplier at no cost to UC;
7.7.2 Network connectivity across a hard-wired and/or a wireless network;
7.7.3 Ability to use USB proximity and/or magnetic stripe card readers for user authentication and access to the third-party system.

8. Product Acquisition

8.1 Required MFD's: During the term of the Agreement, Supplier must provide at least one model MFD that meets or exceeds UC's requirements for each of the following categories. Suppliers must provide detailed specifications for each model of MFD fulfilling the category requirements below.

- Category 1 - B/W Desktop 20+ pages per minute
- Category 2 - B/W 20-30 pages per minute
- Category 3 - B/W 31-40 pages per minute
- Category 4A - B/W 41-50 pages per minute
- Category 4B - B/W 51-60 pages per minute
- Category 5 - B/W 61-90 pages per minute

- Category 1 - Color Desktop 20+ pages per minute
- Category 2 - Color 20-30 pages per minute
- Category 3 - Color 31-40 pages per minute
- Category 4A - Color 41-50 pages per minute
- Category 4B - Color 51-60 pages per minute
- Category 5 - Color 61-90 pages per minute

8.2 Required Laser Printers: During the term of the Agreement, Supplier must provide at least one model Laser Printer that meets or exceeds UC's requirements for each of the following categories. Suppliers must provide detailed specifications for each model of Laser Printer fulfilling the category requirements below. Each model MUST have the ability to perform duplex printing and have ethernet connectivity:

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- Category 1 - Low Volume - B/W 25-40 pages per minute
- Category 2 - Mid Volume - B/W 41-55 pages per minute
- Category 3 - High Volume - B/W 56-70 pages per minute
- Category 1 - Low Volume - Color 10-20 pages per minute
- Category 2 - Mid Volume - Color 21-35 pages per minute
- Category 3 - High Volume - Color 36-50 pages per minute

8.3 Purchase Option: Supplier agrees to sell to UC the required devices listed herein and associated products and services, if requested by UC, in accordance with the requirements set forth in this Agreement. Supplier shall warrant that the Products are new and owned by Supplier. Supplier warrants that it will repair or replace defective Products and/or parts, including labor at no cost to UC for ninety (90) days after the installation date. The title for the purchased MFDs and/or Laser Printers will be transferred to UC. In conjunction with purchased MFDs, Suppliers must offer a cost per copy (CPC) rate for service and supplies.

8.4 Lease Option: Suppliers agrees to offer to UC the required MFDs listed herein and associated products and services based on the following Full Market Value (FMV) and $1 buyout terms:

- 36 Months
- 48 Months
- 60 Months

8.4.2 In conjunction with leased MFDs, Supplier must offer a CPC rate for service and supplies.

8.4.3 In conjunction with leased MFDs, on both FMV and $1 buyout option, Supplier must offer a service and supply component.

8.5 Trial Units: Supplier must offer current models to UC Locations on a trial basis for thirty (30) days. UC Locations may opt to purchase or lease the trial model, request a different model for trial, or return the trial model(s) with no obligation to Supplier.

8.6 Product Certification: Supplier certifies and warrants that all products sold to UC under the Agreement:

8.6.1 Shall be new and genuine, except short term rentals or temporary replacements.
8.6.2 Shall be provided to UC in the manufacturer's original packaging unless otherwise requested by UC.
8.6.3 Shall be manufactured and sold or distributed to the Supplier for retail sale in the United States.

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8.6.4 Shall be sold to the Supplier from legal and reputable channels, which are understood to be the manufacturer or authorized representatives of the manufacturer.

8.6.5 Shall not be altered or misbranded within the meaning of the Federal and State laws applicable to such products.

8.7 Trade-ins: Supplier agrees to assist UC in obtaining the best trade-in values available for UC owned Products through Supplier's recommended Equipment Brokers. Supplier shall provide the required administrative support, including removal of UC owned products, to UC to effectively manage the trade-in transaction(s) at no cost to UC.

8.8 Leased Fleets: Lease Fleets of 50 devices or more at an individual campus. For those fleets, CSA Supplier will allow the Customer to upgrade or downgrade 5% of the cumulative installed population of machines over the term of the Customer Agreement, provided Customer has installed a minimum fleet of 100 units of Equipment [as provided to UC]. This provision excludes imageRUNNER machines with rated speeds of 110 pages per minute or greater, or imagePRESS products.

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Exhibits to Statement of Work – Attachment A

Exhibit 1 REDACTED
Exhibit 2 OMNIA Partners Participating Agency Pricing
Exhibit 3 REDACTED

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Exhibit 2 OMNIA Partners Participating Agency Pricing

All Canon Pricing

Double click on the Attachment pin to open the pricing document

Canon National Pricing

See Separate Pricing File

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PO Statements for University of California Purchasing Agreement # 2020002755

Effective Date: December 16th, 2020 – December 15th, 2025

Required Agreement PO Language

Notwithstanding any provision of this purchase order to the contrary, the use of this purchase order shall be for the Customer's administrative convenience only, and any terms and conditions in this purchase order which conflict with or vary from or modify the terms contained in Purchase Agreement # 2020002755 between Canon Solutions America, Inc. and the University of California, shall be deemed null and void.

Required Agreement Non-Po Language

Notwithstanding this Agreement, this transaction shall be governed by the terms and conditions of Purchase Agreement # 2020002755 between Canon Solutions America, Inc. and the University of California and any terms and conditions which conflict with, vary from or modify the Agreement terms shall be deemed null and void.

1. General

1.1 Description of the Scope of Services: The purpose of this Statement of Work is for Supplier to sell and/or lease to University multifunction devices (MFDs) with copy, print, scan, and optional fax functionality, and/or Laser Printers, along with related products and support, in a cost effective and efficient manner, accompanied by high standards of quality and service, aligned with University's needs as further detailed herein.

1.2 Participating Locations: Supplier shall make Specific terms of the Agreement available to the OMNIA Partners Participating Agencies (Participating Agencies)

2. Program Requirements

2.1 Program Manager: Supplier shall assign a Program Manager who will have the overall account management responsibility, as well as a dedicated Account Manager per Participating Agencies.

2.2 Supplier's Program Manager is listed below, is subject to UC approval, and has overall responsibility for managing the Participating Agencies /Supplier relationship:

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Program Manager

Name	Dave Wetzel
Phone	940-580-9233
Email	dwetzel@csa.canon.com
Address	12856 Interurban Ave S.
	Seattle, WA 98168

Executive Sponsor

Name	Paul Murphy
Phone	847-706-3411
Email	pmurphy@csa.canon.com
Address	One Canon Park Ste 300
	Melville, NY 11747

2.3 Program Administration: Supplier must provide the necessary staff, infrastructure, and other resources at a level sufficient to ensure efficient, effective, and continually improving fulfillment of its obligations under this Agreement, and as further detailed in the RFP and Supplier's Response, including, but not limited to:

2.3.1 All support to be available no less than Monday – Friday, 8:30am-5:00pm (Local Time).

2.3.2 Provide a toll-free 800 number for Customer Service calls.

2.3.3 Coordinate contract/program implementation, including designating associated Project Manager.

2.3.4 Account management for on-going contract monitoring, maintenance and communication.

2.3.5 Account Representative(s) assigned to Participating Agencies.

2.3.6 To insure customer service satisfaction, Supplier is required to call customer 3 business days after equipment installation and training. Customer shall be defined as a designated user for that location. For Participating Agencies with MFD/Printer Fleet Management Programs, Customer shall be defined as the designated contacts for those Programs.

2.3.7 Supplier's account representative must make frequent on-site visits sufficient to effectively address and resolve issues related to the fulfillment of Suppliers obligations under the Agreement including, but not limited to: customer orders, problems, and invoice disputes; increase sales activity; advise regarding cost reduction and process improvement opportunities; assist in resolving problems; demonstrate products; provide training; and other customer services as required for the efficient operation of the program.

2.3.8 Coordinate all the order/installation process, inquiries regarding order status, and pricing concerns.

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2.3.9 Regular business review meetings (frequency to be determined by each location, though no less than quarterly) between Supplier's account manager and other representatives as needed (specialists, local representatives, management) and Participating Agencies Purchasing representative and/or MFD/Printer Fleet Management Program at each location to review and discuss agreement purchase activity, Supplier key performance indicators (KPIs) and metrics, outstanding issues, new products and services roadmaps, and other related issues.

2.3.10 Maintain a customer service satisfaction level of 98% or better as evidenced by the results of regular customer survey's conducted by supplier.

2.3.11 A designated contact for billing/invoicing questions and issues.

2.3.12 Guarantee transaction accuracy of 99% or higher.

2.3.13 Ensure that all Supplier support staff are oriented and trained on Supplier's transaction systems and other infrastructure and processes at a level sufficient to meet Participating Agencies' needs and comply with Supplier's obligations under the Agreement.

2.4 Consistency: Supplier must provide and assure consistency across all Locations in the following areas:

2.4.1 Pricing on all Products
2.4.2 Discounts on all Products
2.4.3 Support offerings
2.4.4 New Support offerings
2.4.5 Customer Service
2.4.6 Quality Control
2.4.7 Ordering and Payment Processes and Systems

2.5 Partnering: Suppliers must establish and maintain a partner relationship with Participating Agencies Location Purchasing and/or MFD/Printer Fleet Management Program with respect to MFDs and Laser Printers at each location to achieve objectives such as:

2.5.1 Improving Supplier performance
2.5.2 Improving product and service quality
2.5.3 Improving equipment utilization levels to reduce costs
2.5.4 Increasing sales through product show sponsorship and other marketing assistance
2.5.5 Reduction of paperwork and increased efficiency through consolidated invoicing and other methods
2.5.6 Competitive pricing strategies

2.6 In the event of a problem, Supplier makes the following escalation process available to Participating Agencies:

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2.6.1 "Client Relationship Escalation Procedures": To effectively manage the Client relationship, Supplier shall maintain a document transformational business model and strategy that demonstrates various 'touch points' within both organizations that covers:

- Management: Allows the effective Operational Management of the contract with respect to the provision of the service and delivery of the documented Key Performance Indicators (KPIs) and Key Risk Indicators (KRIs) across all the business streams.
- Innovation: Allows a continuous focus on innovation of existing contracted services plus a focus on new value-added propositions.
- Review: Provides a regular Strategic review process at a senior corporate level that enables both parties to understand synergies between both organizations that will add value to the relationship through the contract period.

2.6.2 Issue Escalation Procedures: The effective management of risk and issues is an essential component of all successful programs. At the beginning of the implementation period Supplier will develop a risk and issue log that will be jointly managed with Participating Agencies on a regular basis. The risk and issue log will ensure accountability for risks and issues together with clear action to manage and, where possible, mitigate risk and resolve issues. Equally, Supplier will agree to risk and issue thresholds with Participating Agencies to ensure the appropriate level of visibility and escalation. The escalation of risks and issues will be managed through an agreed management hierarchy based on their type and criticality.

2.6.3 Technical Service Escalation/Problem Resolution The steps for problem escalation are as follows:

- If the problem is not identified: Customer Service Engineer (CSE) contacts the Supplier Hotline to notify the Work Group Leader, who must respond within one hour.
- If the problem remains unidentified and or unresolved: CSE re-contacts the Work Group Leader and the Supplier Field Manager for Customer Service to get further assistance and direction. This activity must transpire within 1-3 hours.
- If Problem is still not identified or resolved: CSE contacts Work Group Leader, Customer Service Technical Specialist, and Field Manager for Customer Service to obtain further suggestions/information. This should occur within 3-4 hours.
- If Problem is still not identified or resolved: CSE makes arrangements to receive site assistance from Work Group Leader/Customer Service Technical Specialist, and notifies the customer's decision maker on equipment status. This should occur within four to six hours.
- If Problem is still not identified or resolved: CSE, Work Group Leader and Customer Service Technical Specialist contact Field Manager Technical

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Service to seek assistance outside the immediate support team. This should occur within six to eight hours.

- If Canon is unable to correct the issue at this point, Canon Customer Satisfaction Policy states: If Customer is not satisfied with the performance of a Canon or Océ brand product, upon Customer's written request, Supplier in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, Supplier shall have the opportunity to return the product to good working order in accordance with the terms of this Contract. This policy shall apply for 5 years from the date of installation or for the initial term of any Canon Financial Services, Inc. lease, if longer, provided Customer is not in default of its Customer Agreement and such maintenance services have not been canceled or terminated.

2.7 Disaster Recovery/Business Continuity Plan: Supplier must establish, test, and maintain a Disaster Recovery/Business Continuity Plan, and deploy other systems and processes as necessary, in order to ensure efficient and timely fulfillment of its obligations under this Agreement in the event of a disaster or other service interrupting event.

2.8 Service Standards: During the term of this Agreement and any extension(s) of the Term, Supplier will provide the following minimum service standards:

2.8.1 Uptime per device – 96% measured as a quarterly average
2.8.2 Response time per device (MFDs) –4 business hours within 1 business hour acknowledging call back from technician or dispatch – starting from time of call placement, measured as a quarterly average.
2.8.3 Response time per device (MFDs) – Areas beyond 20 miles from a major metropolitan area – Maximum 8 hours or upon mutually agreed time frame with field office or location administrator.
2.8.4 Response time per device (Laser Printers) – within 2 business days
2.8.5 Repair time – Average of 4 hours measured as a quarterly average.
2.8.6 Delivery-equipment (new equipment) – 10 business days from Supplier receipt of order. Delivery between 8:30 a.m. and 5:00 p.m. (Local Time) with one-hour pre-delivery call/email, unless otherwise arranged.
2.8.7 Delivery-replacement parts (MFDs) – within 8 business hours from Supplier receipt of order. Parts must be new unless pre-tested refurbished parts are requested by Participating Agencies for a reduced cost.
2.8.8 Delivery-replacement parts (Laser Printers) – within 2 business days from Supplier receipt of order. Parts must be new.
2.8.9 Delivery – Supplies – within 2 business days from Supplier receipt of order
2.8.10 Installation (MFDs) – upon delivery unless otherwise arranged
2.8.11 Installation (Laser Printers) – if requested, within 2 business days of delivery unless otherwise arranged
2.8.12 Setup – Within 4 business hours of delivery

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2.8.13 Training, initial customer training and IT support: Unlimited user training on features and functionality at no charge. Initial IT support at no charge.
2.8.14 Return customer calls (at no cost) – within 1 hour
2.8.15 Resolve billing issues – within 10 business days

2.9 During the term of this Agreement and any extension(s) of such term, Supplier shall provide after-hours services based on the following service standards:

2.9.1 Response time – Average 4 hours
2.9.2 Repair time – Average 2 hours

2.10 Maintenance services requested and performed outside Supplier's normal business hours will be charged to Participating Agencies at the rates provided in Exhibit 2. Supplier shall not charge Participating Agencies more than thirty (30) minutes travel time for the services performed after normal business hours.

2.11 Supplier agrees to provide to Participating Agencies, during Supplier's normal business hours (Monday- Friday, 8:30am-5:00pm Local time), the maintenance necessary to keep the Product in, or restore the Product to, good working order. This maintenance service includes maintenance, based upon the specific needs of individual Product, as determined by Supplier, and unscheduled, on-call remedial maintenance.

Maintenance will include, but is not limited to, lubrication, adjustments, and the replacement of maintenance parts deemed necessary by Supplier. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Supplier. Maintenance services provided under this Agreement does not assure uninterrupted operation of the Product. Maintenance shall not include repairs necessitated by factors other than normal use (e g. willful or negligent acts, service provided by unapproved third parties, ambient conditions, use of parts or supplies not provided by Supplier, etc.).

Maintenance service requested and performed outside Supplier's normal business hours will be charged to Participating Agencies at Supplier's applicable time and material rates and terms as provided in this Agreement.

Maintenance costs must be fixed or lowered during the term of the contract. Maintenance costs cannot increase in price during the initial term of the Agreement. Maintenance costs itemized on each individual order schedule shall be fixed for the initial term stated on the schedule, not to exceed sixty (60) months and shall be subject to annual increase thereafter.

Toner and staples ("Consumables") are provided at no additional charge for exclusive use with the Equipment. If you use the Consumables in a different manner and your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, as determined by Supplier, Supplier may invoice you

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for such excess usage provided, that Supplier shall not invoice you for such excess toner usage unless and until Supplier has first notified you of the excess toner usage, and until you and Supplier 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. Additional toner may be purchased from Supplier if required during the term. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain Supplier's property and shall be returned promptly upon termination of this Agreement.

Relocation of Copiers: During the course of this Agreement, it may be necessary for various reasons to relocate installed copiers. After initial installation, upon customer request, any multi-function copier between 20 PPM and 105 PPM may be relocated one (1) time per Customer Agreement period at no additional charge. The number of relocations provided at no additional charge shall not exceed the aggregate number of units installed per member under this Customer Agreement. Any relocations in excess of this, shall be invoiced at CSA's then current rates.

2.12 Service Warranty: Supplier warrants that services will be performed in a good workmanlike manner in accordance with the applicable service description. Supplier will service during the warranty as well as during the Service Contract through its own Service Organization. It is understood and agreed by Participating Agencies that Supplier retains exclusive ownership and control of any proprietary software diagnostics utilized in servicing the Products. Supplier to provide MFD and Laser Printer warranty (Parts and labor) 90 Days.

2.13 Product Warranty Supplier warrants the Canon Brand equipment it supplies will be free from defects in material and workmanship for ninety (90) days from the date of delivery. In addition, after such ninety (90) day period, Supplier will maintain such equipment in good operating order per manufacturer's specifications provided subject to normal use. Within five (5) years for purchase or the term of the lease, of original installation of any newly installed Canon brand equipment covered by the agreement, Supplier will at Customer's written request, replace such equipment with a like unit if Customer meets the following three conditions: (1) The equipment is continuously and exclusively serviced by Supplier or it's subcontractor from and including the date of original installation; (2) Customer fulfills all terms of the agreement; (3) Before requesting a replacement unit, Customer gives Supplier the opportunity to cure any service problems which Customer may have with the equipment. In the event that an item of equipment is inoperable for a period in excess of sixteen (16) consecutive business hours, Supplier will supply a loaner unit until the machine is restored to good working order. Supplier to provide MFD and Laser Printer warranty (Parts and labor) 90 Days.

2.14 Non-Performance Penalty: Supplier agrees to credit Participating Agencies for not complying with the service standards specified in Section 2.8, as follows:

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2.14.1 Maintenance credit - Up to one hundred (100) percent credit to individual Locations of monthly maintenance charge for individual MFD availability of less than ninety-six (96) percent calculated for each MFD as specified below:

Uptime % Credit (off maintenance monthly charge)

Uptime %	**Credit (off maintenance monthly charge)**
100% - 96.0%	0
95.9% - 95.0%	1%
94.9% - 94.0%	2%
93.9% - 93.0%	4%
92.9% - 92.0%	6%
91.9% - 91.0%	8%
90.9% - 90.0%	10%
89.9% - 89.0%	12%
88.9% - 88.0%	14%
87.9% - 87.0%	16%
86.9% - 86.0%	18%
85.9% - 85.0%	20%
84.9% - 84.0%	22%
83.9% - 82.0%	24%
82.9% - 82.0%	26%
81.9% - 81.0%	28%
81.9% - 80.0%	30%
Less than 80.0%	100%

For purposes of computing the effective performance level, accumulated hours of failure downtime for any month will be adjusted to the nearest whole of half-hour.

Credits to be calculated based on prorated share of maintenance charge to be calculated and prorated on a per equipment/unit basis.

Uptime is defined as the number of hours that each MFD is available and in good working order during Principle Period of Maintenance coverage as follows:

Uptime Percentage = PPM - FT x 100
PPM

PPM - Principle Period of Maintenance (8:00am - 5:00pm, Monday through Friday, except holidays)

FT - Failure Time

For purpose of calculation, Failure Time is defined as any time during the Principle Period of Maintenance when a MFD is incapable of using any its features and

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functions, due to a failure of the machine mechanically or electronically. This Failure Time will be tracked and reported by Supplier.

2.14.2 Delivery credit - Up to fifteen (15) percent of the Participating Agencies net purchase price and/or monthly lease charge to be calculated on a per equipment unit basis for each device as specified below. The credit for late delivery will not apply in the event Supplier provides, within required delivery time as stated in 2.8 above, a loner acceptable by Participating Agencies ordering department.

Delivery Schedule (Business Days)	**Credit** (Off UC purchase/lease price)
10 days	0%
11 days	1.0%
12 days	2.0%
13 days	3.0%
14 days	4.0%
15 days	5.0%
16 days	6.0%
17 days	7.0%
18 days	8.0%
19 days	9.0%
20 days	10.0%
More than 20 days	15.0%

2.14.3 The minimum quality of service standards set forth above recognize that occasional errors are likely, however, the Supplier further agrees to use best efforts to achieve 100% of service level. Should the service levels fall below the minimum standards and the Supplier does not take corrective action within thirty (30) days following University written notification, the University reserves the right to terminate the Agreement immediately.

2.15 Delivery and Installation:

2.15.1 Supplier shall provide delivery and installation of devices, including fulfillment process from Participating Agencies Purchase Order submission to delivery, all at no separate or additional charge to Participating Agencies. Participating Agencies has the option to accept or reject all Products delivered after promised delivery time, and in addition, may hold Supplier liable to an direct damages caused by late delivery as determined and documented by Participating Agencies; provided, however, in no event shall the amount of such direct damages exceed Participating Agencies documented replacement substitution cost for Products ordered. Supplier will report any delivery delay whatsoever to the ordering location, as well as its cause, within two (2) days after Supplier is able to reasonably determine there will be such a delay; such report will be provided to Participating Agencies by telephone, email, or facsimile. Supplier shall keep Participating Agencies fully informed if late

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delivery is due to causes beyond the reasonable control and without the fault or negligence of Supplier, including but not limited to: acts of God, war, civil commotion, governmental action, fire, floods, unusually severe weather, explosions, earthquakes, strikes or walkouts against location, quarantine restrictions, or other causes beyond reasonable control of Supplier.

2.15.2 Suppliers' dedicated account representative must coordinate all the delivery, installation and training processes with designated representative(s) at each Location.

2.15.3 Supplier will provide a written acknowledgment of equipment delivery and installation.

2.16 Training: Supplier through its online portal eLearning, must provide training to authorized personnel sufficient to enable the proficient and productive use of Supplier's devices, systems and processes including, but not limited to:

- Initial Training (following installation)
- Follow-up training
- On-going training (existing and new users)

2.16.1 Key Operator training to be provided by Supplier at Participating Agencies Locations at mutually agreed upon dates and times, at no charge to Participating Agencies. "Key Operator" concept trains specifically one or more individuals in depth.

2.17 Sustainability: Suppliers shall comply with the University of California Sustainable Practices Policy which is the University's standard for all sustainable practices including, but not limited to:

2.17.1 For each device covered under the Agreement that are included in sections 8.1 and 8.2 below, Supplier must provide that device's EPEAT rating (Gold, Silver, Bronze) along with the EPEAT recorded options score. Each device must have achieved a minimum EPEAT rating of Bronze.

2.17.2 Provide a take back process for toner cartridges and other consumables at no additional cost to University.

2.17.3 Post Consumer Waste (PCW) Paper:

- All devices shall be able to use recycled content paper up to and including 100% Post Consumer Waste (PCW) paper with high reliability, as long as the paper in use meets standard paper categories (e.g. copy, laser, or multi-purpose paper).
- Full duplexing using up to and including 100% PCW paper shall be guaranteed by the manufacturer to reliably accomplish 100% duplexing. Recycled paper PCW content cannot be faulted by the Supplier's service personnel for equipment malfunctions.

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- Should a condition arise in which paper is suspect in underperformance in a significant number of devices using the same paper or same paper batch numbers, further testing may be coordinated by a designated official with Supplier to test and determine the appropriate resolution.

2.17.4 Environmentally Responsible Packaging: Supplier agrees to use good faith efforts to utilize minimal packaging, environmentally responsible packaging, recycling practices, and packaging take back for reuse, to minimize the adverse effects of packaging on the environment.

2.17.5 Provide a process by which devices acquired under this Agreement can be taken back by the Supplier at the end of their useful life for remanufacturing, refurbishing, or recycling of parts. For MFDs, Supplier must take back devices at the end of their useful life at no cost, at University discretion.

2.17.6 Sustainable Transportation: Supplier agrees to work towards creating a delivery and transportation model which minimizes Green House Gas (GHG) emissions and has the least impact on the environment. The purchase of the cleanest and most efficient vehicles and tires will be a Supplier goal. The use of alternative fuels will be utilized where and when appropriate.

2.17.7 Sustainable Operations: Supplier agrees to implement a continuous improvement program related to sustainable operations of its facilities.

2.17.8 Reporting: Supplier will report to Participating Agencies during the quarterly business reviews regarding the improvements that have been made in the previous quarter and planned improvements for the upcoming quarters. Supplier will provide quarterly summary reports as specified in the RFP detailing purchases, incentives and the purchase of sustainable products by Participating Agencies systemwide and by location.

2.17.9 Supplier is required to register and participate in an assessment of their sustainability practices and procedures through the Ecovadis Corporate Social Responsibility (CSR) monitoring platform. For more information on the EcoVadis platform and costs associated with an assessment, please see the EcoVadis Supplier Solutions Website here: *https://www.ecovadis.com/us/supplier-solutions-2/*.

2.18 Accessibility:

2.18.1 Products will be accessible to people with disabilities and comply with California Building Code 2016 for "forward reach" (11B-308.2) and for "side reach" (11B-308.3).

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2.18.2 OCR will be available on all scanners at no additional cost to Participating Agencies.

2.18.3 On devices with scanning functionality, the installer or repair person will ensure that a one-page instructional flyer is posted at the device that (a) explains why OCR is critical to make PDFs accessible to people with disabilities, (b) instructs the user how to easily turn the OCR capability on/off, (c) provides information about the impact of the OCR process on file size or other document properties, emailing, uploading, and other functionality, and (d) advises that all floor-standing devices should have sufficient clearance for wheelchair access.

2.18.4 Accessibility features for each product will be identified in the supplier's online program myCSA.

2.19 Technical Support: Supplier must provide the following technical support to Locations:

2.19.1 Initial installation and configuration of MFD hardware and software for network connectivity and full functionality of the MFD to Locations and their IT resources, as needed and/or requested.
2.19.2 Onsite equipment electrical and mechanical troubleshooting and repairs.
2.19.3 Dedicated technical support staff with a working knowledge of all aspects of network functionality across all platforms including, but not limited to:
2.19.4 Hardware installation (network cards, cabling, etc.)
2.19.5 LDAP
2.19.6 Network administration (equipment, software installation/configuration, printer driver installation/configuration/characteristics and security settings as needed and requested.)
2.19.7 Advice and assistance with user-settable options in display menus and submenus
2.19.8 Support for MFDs or Laser Printer issues with respect to 3rd party vendor software and hardware.
2.19.9 Full maintenance services for Laser Printers, including repair parts, software and firmware updates and labor.
2.19.10 Supplier's employees that will be physically present at Locations (i.e. delivering copiers, providing service) must conform to the following:

- Wear proper uniform
- Carry badges with picture ID
- Successfully passed the following pre-employment background security checks:
  - Social security trace
  - National criminal search (including national sex offender registry)
  - County criminal search
  - Prior employer screening
  - Highest level of education (exempt only)
  - Motor vehicle record (driving roles only)

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- Bonded, or appropriately equivalent Crime Insurance coverage

2.19.11 Based on size and scope of the Participating Agencies MFD Fleet, the Supplier Management Team will consist of the dedicated Supplier Account Manager, Service Technicians, a dedicated Customer Relation Advocate as well as any other support personnel and resources deemed necessary at each location to ensure best in class contract monitoring, maintenance and provide locations with clear and concise communication.

3. Pricing:

3.1 Pricing on Exhibit 2 is expressed as a discount from Manufacturer Suggested Retail Price MSRP. MSRP must be available on a manufacturer's published price list and be publicly available throughout the agreement term.

3.2 The prices of Supplier's products included in this Agreement shall not increase for the duration of this Agreement for existing Models.

3.3 Supplier may utilize Value Added Resellers to perform maintenance, service and support for all Participating Agencies locations at the pricing stated in the Pricing Exhibit 2

3.4 During the term of the Agreement, Supplier may add or delete contract devices introduced or removed from the market by the Supplier, provided the added device falls within the scope of the respective category. Supplier must update its dedicated contract websites and published catalogs and lists to reflect this change. New devices must be adequately describe and the associated price list must be updated to reflect the new devices prices. Pricing must utilize the same pricing structure as was used for other devices falling into the same product category. The pricing structure will be dictated by the purchase price determined from the discount from Manufacturer Suggested Retail Price (MSRP) and other specified discounts listed in this RFP. Lease pricing will be dictated by the quoted leasing rates applied to the purchase price. Such additions and deletions must be approved by the UC contract administrator or their designee. From time to time Supplier will provide replacement or substation models prior to the updating of the pricing pages for the agreement or website. When ordering, the participating agency may refer in its purchase orders or other ordering documentation the new model/item code and the corresponding legacy model price.

4. Reporting: Supplier must provide electronic reports (in Microsoft Excel) or any other requested format to designated Participating Agencies contacts providing a wide range of information, at both the system-wide and individual Location level, related to the Agreement including, but not limited to:

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4.1 Quarterly Report Population of MFDs and Laser Printers reports including but not limited to the following data:

- Location
- Department
- Purchase order number
- Name, phone and email for department placing the purchase order
- Equipment serial number
- Name and Model of product(s) and/or service(s) Purchased
- Quantity purchased
- Price paid, per unit and total
- Method of acquisition (lease, purchase, etc.)
- Sustainable product purchases

4.2 Monthly Reports:

- Response time
- Repair time
- Uptime
- Total service calls
- Delivery time
- Installation time
- Open leases, remaining terms, etc.

4.3 Equipment inventory report that will provide a detail listing of all products and their locations at the particular Location..

4.4 Supplier must make a commercially reasonable effort to provide reports within five (5) business days of Participating Agencies' request.

5. Maintenance Service

5.1 Supplier agrees to provide to Participating Agencies, during Supplier's normal business hours, the maintenance service necessary to keep equipment in, or restore the equipment to, good working order in accordance with Supplier's policies then in effect. This maintenance service includes maintenance based upon the specific needs of individual equipment, as determined by Supplier, and unscheduled, on-call remedial maintenance.

5.2 Maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by Supplier. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Supplier. Maintenance

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services provided under this Agreement does not assure uninterrupted operation of the Product.

5.3 Supplier must coordinate all service calls through a centralized dispatch desk. All calls must be logged into a service system with a minimum of the following information:

5.3.1 All relevant customer information, location, phone number(s), contact name, caller name
5.3.2 A unique repair ticket number
5.3.3 Time of call placement from the customer
5.3.4 The customer's reported equipment malfunction or issue
5.3.5 The equipment id number, model and serial number
5.3.6 The equipment status operational status: operational, substandard, or inoperative
5.3.7 Dispatched agent name or id number, dispatched time, location, caller, make, model, serial # and problem

5.4 Suppliers must further log the following information upon call completion:

5.4.1 Service technician's report of actual problem and troubleshooting & repair actions conducted.
5.4.2 Arrival time, End time, Total Repair time, service copies made, final call status i.e.: completed.- closed, open, pending , escalated.
5.4.3 Meter readings upon service completion (i.e. print, scan, color, b/w).

5.5 Locations with MFD/Printer Fleet Management programs may require that the call completion information be supplied from the Supplier's repair technician to a designated MFD/Printer Fleet Management program administrator at the conclusion of the service call.

5.6 <u>Repair Parts and Supplies</u>:

5.6.1 Supplier must carry in stock all common parts for no greater than next-day access by Supplier's service personnel.
5.6.2 Supplier must produce or make parts and supplies available for no less than five (5) years after a model has been discontinued.
5.6.3 Supplier must provide all Participating Agency's Locations with the same discount for parts and supplies for the devices covered under this Agreement.

5.7 <u>MFD Service and Parts</u>: Supplier must offer full maintenance services for MFDs, including repair parts, software and firmware updates and labor based on the following options:

- **Option 1**: Cost Per Impression Charge – Zero Volume Base

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Supplier will provide full service maintenance with supplies, excluding paper. Supplier will invoice respective Location on a monthly basis using a cost per impression charge applied to the actual monthly impression volume in the covered period without any minimum and/or maximum volume restrictions. Volumes will not be estimated. These rates apply to purchased and leased MFDs.

- **Option 2**: Monthly Minimum Charge
  Supplier will provide full service maintenance with supplies, excluding paper. Supplier will charge a fixed monthly minimum charge, which will include a monthly impression volume allowance, with a separate cost per impression charge applied to the overage. These rates apply to purchased and leased MFDs.
- **Option 3: T&M** - Fixed Charge per Occurrence
  Supplier will provide service repairs and maintenance using a Time and Material option. Supplier charges a fixed amount per occurrence and/or a fixed hourly fee, after expiration of standard or extended equipment warranties.

5.8 **Lemon Clause**: After the 90-day warranty period and until 36 months from the date of installation, or coterminous in the case of a longer lease, except due to operator error, for any device that fails to operate in accordance with the manufacturer's published performance specifications three times in any four week period and/or is subject to recurring related problems, Supplier shall replace that device with a new MFD or Laser Printer that meets the requirements of the same lot as the original equipment model, at no cost to the user. This will take precedence over any other warranty or service maintenance clauses associated with this contract. For purchased devices, customers must maintain an uninterrupted maintenance agreement, cost per copy, or lease agreement including parts and supplies with the contract vendor for the Lemon Clause to apply past the initial 90-day warranty period. The Location Purchasing and/or MFD/Printer Fleet Management Program will review user requests for the application of this clause and will make a determination regarding its use.

If 25% or less of the device's useful life has been used up, the device must be replaced with a "new device". A "like for like" device may be used if 25% or more of the useful life of the device has been used up and the Customer agrees to the "like for like" exchange. Note: Prior to the lease or purchase of a device, awarded vendors must provide Participating Agency with the device's "Useful Life".

6. Data Security

6.1 For all MFDs/Laser Printers, Suppliers must:

6.1.1 Disclose all default accounts, access methods, and passwords on the device at delivery.

6.1.2 Certify that log-in credentials are not communicated in clear text by default, though clear text may be an option if cipher text is available as an option.

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6.1.3 Deliver MFDs and/or Laser Printers with the latest, fully-patched software, firmware, or other OEM software as provided for device functionality as detailed on the "Specifications" tab of Attachments B and C.

6.1.4 Notify all Locations of all known and reported vulnerabilities, and of planned updates or mitigations to software provided for device functionality as detailed on the "Specifications" tab of Attachments B and C.

6.1.5 Disclose and describe shared accounts or service accounts that Supplier technicians may or will use, and the security procedures planned by Supplier.

6.2 All devices must:

6.2.1 Provide secure login for administrator access (including username and password). Upon setup and configuration, all default device or interface passwords must be changed and communicated to the designated contacts(s).

6.2.2 Provide IP and MAC address filtering to limit users' access to the device via the web interface; and

6.2.3 Provide on/off (switchable) provisions for other types of access, including but not limited to telnet, rsh, SNMP, FTP, IPSec, SSL/TLS, etc. Suppliers must list all on/off provisions for all types of access in their response.

6.3 All MFDs/Laser Printers that are equipped with hard drives must:

6.3.1 Possess an "always on" security feature that overwrites the sector(s) of the hard drive used for processing copy, print, or scan data using at least 3 passes, preventing the data from remaining on the hard drive of the MFD or Laser Printer after the copy, print, or scan job is finished.

6.3.2 Provide at least 128-bit AES encryption (or equivalent) as part of the storage process for any information held on the hard drive for long-term storage.

6.3.3 Provide secure login for administrator access (including username and password), allowing administrators to set access levels for users who perform tasks on the device (e.g., managing address books (fax or scan addresses), or printing print, fax, or copy/scan logs). Upon setup and configuration, all default device or interface passwords must be changed and communicated to the designated contacts(s).

6.3.4 Isolate any incoming FAX line from all hardware that has network access. MFDs must have no physical or data connection between the Page Memory (or Temporary Data Storage) and the FAX controller.

6.4 Hard Drive Data. Participating Agencies acknowledges that the hard drive(s) on the equipment, may retain images, content or other data that Participating Agencies may store for purposes of normal operation of the equipment ("HD Data"). Participating Agencies acknowledges that Supplier is not storing HD Data on Participating Agencies' behalf and that exposure or access to the HD Data by Supplier, if any, is purely incidental to the services performed by Supplier. Participating Agencies is solely responsible for

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the HD Data. The equipment contains various security features that University can utilize to easily erase or dispose of stored data.

6.5 Provide on/off (switchable) control of read/write access to the device from portable media (e.g., SD cards, USB drives, etc.); Participating Agencies System Administrator will be required to initialize the Hard Drive via the device's local control panel utilizing the "Initialize All Data/Settings" function and additionally, Supplier will be required to initialize the Hard Drive utilizing the "Initialize All Data/Settings" function and provide certification of completion including device serial number, device name, erase mode, date and time of erasing, and firmware version to the appropriate Participating Agencies System Administrator, at the end of a lease, cost-per-copy agreement, or at trade-in (or at any time, for any reason, an MFD and/or Laser Printer is removed from Participating Agencies) at no additional cost to Participating Agencies. From time to time, when devices are leased, Supplier may be required to remove and surrender a Hard Drive to a Participating Agencies System Administrator, for a flat fee as priced in Pricing Exhibit 2.

1. If Solid State Devices (SSD) are used solely on Canon supplied devices, when the "Initialize All Data/Settings" function is invoked, the result would be equivalent to a cryptographic erasure
2. If there will be a mix of SSD and Hard Disk Drives (HDD) used on Canon supplied devices, when the "Initialize All Data/Settings" function is invoked, the result would be equivalent to cryptographic erasure on Canon supplied SSD and purging (secure erase firmware command or cryptographic erasure) for Canon supplied HDD.
3. See below bullets for further clarity and definitions

- Definitions Per UC IS-3 UC Institutional Information Disposal Standard:

Cryptographic Erasure is defined as a disposal process that safely destroys all copies of the decryption key. If all data is adequately encrypted, then once the decryption key is removed, the Institutional Information is not recoverable. Note, for Cryptographic Erasure, the UC IT Workforce Member must verify that all data is adequately encrypted on the Canon device. The location of all decryption keys must be known and documented. An action that safely destroys all copies of the key must be available. The cryptographic algorithm employed must meet minimum standards, as defined by NIST FIPS 140-2.

Purging is defined as a disposal process that makes the media reusable but makes accessing the Institutional Information infeasible. This applies to physical or logical techniques that render Institutional Information recovery unachievable. Purge protects against laboratory attacks. Executing the secure erase firmware command on a disk drive, Cryptographic Erase and Degaussing are acceptable methods of purging.

6.6 Supplier will work with each Participating Agencies System Administrator to create the appropriate standards for device security including; interface, network, port usage,

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authentication, key/certification, log, job and storage parameters. Prior to deliver the HDD Data Erase function will be enabled in all Canon imageRUNNER devices to overwrite at least once with NULL Data in the temporary image data storage areas. Participating Agencies System Administrator can configure the device to automatically overwrite to other settings.

7. **Technology Requirements:** Suppliers' devices must have the technological capability to fulfill specific requirements of the University including, but not limited to the following required device technologies:

7.1 100baseT or greater Ethernet connectivity

7.2 Connectivity to Supplier's MFDs and/or Laser Printers by devices using the following operating systems, including universal and device-specific PPDs. Include the expected timeframe for release of PPDs after operating system upgrades:

- 7.2.1 Windows (requirement is from Windows 10.0 and higher; Suppliers to specify versions)
- 7.2.2 Macintosh (Suppliers to specify versions; requirement is from OSX 10.13 and higher)
- 7.2.3 IOS (Suppliers to specify versions; requirement is from iOS 11.0 and higher)
- 7.2.4 Android (Suppliers to specify versions; requirement is from Android OS 8.0 and higher)

7.3 Connectivity to Supplier's MFDs and/or Laser Printers by following communications protocols:

- 7.3.1 POP, IMAP
- 7.3.2 IPv4/IPv6/IPsec
- 7.3.3 LDAPv3 or higher
- 7.3.4 Kerberos – must include Kerberos for Windows and Macintosh Operating Systems listed in 2a-2b above
- 7.3.5 LPR/LPD/IPP
- 7.3.6 AirPrint
- 7.3.7 SMTP
- 7.3.8 SNMP v1 – v3 including authentication protocols
- 7.3.9 TCP port 9100 direct printing (bidirectional)
- 7.3.10 SSL/TLS

7.4 Printing to Supplier's MFDs and/or Laser Printers using the following printing protocols/output types:

- 7.4.1 PostScript Level 3
- 7.4.2 PCL 6e
- 7.4.3 PDF

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7.5 Effective and successful installation and set-up of Supplier's MFDs and/or Laser Printers on University network.

7.6 Effective and successful installation and set-up of connectivity software (including, but not limited to, PPDs) to Supplier's MFDs/Laser Printers on customer computers as requested by the Location.

7.7 All Proposers' devices must be able to interface with existing third-party access control and management systems at locations (Equitrac, ITC, Pharos, PaperCut, PCounter, or comparable), with the following requirements to achieve reliable and accurate transactions and transactional reporting:

7.7.1 Embedded software and/or external hardware to enable use of the third- party system; device-specific interface cables for external hardware must be provided and installed by Supplier at no cost to Participating Agency;
7.7.2 Network connectivity across a hard-wired and/or a wireless network;
7.7.3 Ability to use USB proximity and/or magnetic stripe card readers for user authentication and access to the third-party system.

8. Product Acquisition

8.1 Required MFD's: During the term of the Agreement, Supplier must provide at least one model MFD that meets or exceeds UC's requirements for each of the following categories. Suppliers must provide detailed specifications for each model of MFD fulfilling the category requirements below.

- Category 1 - B/W Desktop 20+ pages per minute
- Category 2 - B/W 20-30 pages per minute
- Category 3 - B/W 31-40 pages per minute
- Category 4A - B/W 41-50 pages per minute
- Category 4B - B/W 51-60 pages per minute
- Category 5 - B/W 61-90 pages per minute

- Category 1 - Color Desktop 20+ pages per minute
- Category 2 - Color 20-30 pages per minute
- Category 3 - Color 31-40 pages per minute
- Category 4A - Color 41-50 pages per minute
- Category 4B - Color 51-60 pages per minute
- Category 5 - Color 61-90 pages per minute

8.2 Required Laser Printers: During the term of the Agreement, Supplier must provide at least one model Laser Printer that meets or exceeds UC's requirements for each of the following categories. Suppliers must provide detailed specifications for each model of

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Laser Printer fulfilling the category requirements below. Each model MUST have the ability to perform duplex printing and have ethernet connectivity:

- Category 1 - Low Volume - B/W 25-40 pages per minute
- Category 2 - Mid Volume - B/W 41-55 pages per minute
- Category 3 - High Volume - B/W 56-70 pages per minute
- Category 1 - Low Volume - Color 10-20 pages per minute
- Category 2 - Mid Volume - Color 21-35 pages per minute
- Category 3 - High Volume - Color 36-50 pages per minute

8.3 Purchase Option: Supplier agrees to sell to Participating Agency the required devices listed herein and associated products and services, if requested by Participating Agency, in accordance with the requirements set forth in this Agreement. Supplier shall warrant that the Products are new and owned by Supplier. Supplier warrants that it will repair or replace defective Products and/or parts, including labor at no cost to Participating Agency for ninety (90) days after the installation date. The title for the purchased MFDs and/or Laser Printers will be transferred to Participating Agency. In conjunction with purchased MFDs, Suppliers must offer a cost per copy (CPC) rate for service and supplies.

8.4 Lease Option: Suppliers agrees to offer to Participating Agency the required MFDs listed herein and associated products and services based on the following Full Market Value (FMV) and
$1 buyout terms:

- 36 Months
- 48 Months
- 60 Months

8.4.2 In conjunction with leased MFDs, Supplier must offer a CPC rate for service and supplies.

8.4.3 In conjunction with leased MFDs, on both FMV and $1 buyout option, Supplier must offer a service and supply component.

8.5 Trial Units: Supplier must offer current models to Participating Agencies Locations on a trial basis for thirty (30) days. Locations may opt to purchase or lease the trial model, request a different model for trial, or return the trial model(s) with no obligation to Supplier.

8.6 Product Certification: Supplier certifies and warrants that all products sold to Participating Agencies under the Agreement:

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8.6.1 Shall be new and genuine, except short term rentals or temporary replacements.

8.6.2 Shall be provided to Participating Agencies in the manufacturer's original packaging unless otherwise requested by Participating Agencies.

8.6.3 Shall be manufactured and sold or distributed to the Supplier for retail sale in the United States.

8.6.4 Shall be sold to the Supplier from legal and reputable channels, which are understood to be the manufacturer or authorized representatives of the manufacturer.

8.6.5 Shall not be altered or misbranded within the meaning of the Federal and State laws applicable to such products.

8.7 Trade-ins: Supplier agrees to assist Participating Agencies in obtaining the best trade-in values available for Participating Agencies owned Products through Supplier's recommended Equipment Brokers. Supplier shall provide the required administrative support, including removal of Participating Agency owned products, to Participating Agency to effectively manage the trade-in transaction(s) at no cost to Participating Agency.

8.8

Leased Fleets of 50 devices or more at an individual campus. For those fleets, Supplier will allow the Customer to upgrade or downgrade 5% of the cumulative installed population of machines over the term of the Customer Agreement, provided Customer has installed a minimum fleet of 100 units of Equipment across all locations. This provision excludes imageRUNNER machines with rated speeds of 110 pages per minute or greater, or imagePRESS products.

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Canon

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

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

Terms Applicable to All Non-University of California Entities

Customer: Customer legal name **CFS App #:** TBD **Salesperson:**
Agreement #: TBD **Transaction #:** **Order Date:** 1/1/2021

Billing Information	Customer Account:
Company:	Customer legal name appears here
DBA:	
Address:	
Address 2:	
City:	**County:**
State:	**Zip:** **Phone #:** (###) ###-####
Contact:	Customer contact **Fax #:**
Email:	Customermame@customeremail.com

Payment Information

Listed Items Lease Term	# of Lease Payments
Months	

Payment Summary* (*Plus Applicable Taxes)

Lease Payment $ **Invoiced by CFS**
Total Maintenance
Base Charge $ **Invoiced by Sele**

Due at Signing

# of Payments in Advance	Total Due at Signing
	$

Equipment Maintenance Information

Maintenance included, except as indicated excluded
Maintenance Base Billing
Maintenance Excess Per Image Billing
Maintenance Plan Fixed Pricing

Other Transaction Details

Lease Payment Frequency
End of Lease Purchase Option
Tax Exempt (Certificate Required)
P.O. reference for lease invoice: PO#
Maintenance P.O. reference for invoice: PO#

Select applicable MAINTENANCE STATUS	Maint Base Charge This Section	Covered Images Included in Maint Base Charge	Excess Per Image Charge(s)
			$

Item Code	Listed Items Description	Qty	Unit Pmt	Total
#	Device model & / or accessory description	#	$	$

Ship To & Maintenance Billing Information

Shipping: TBD **Delivery Date:**
Address:
City: **County:** **State:** **Zip:**
Primary Customer Contact:
Phone #: **Email:**
Meter Contact:
Phone #: **Email:**
IT Contact:
Phone #: **Email:**

Billing:
Address 2:
City: **County:** **State:** **Zip:**
Billing Contact:
Phone #: **Email:**

Elevator: Y/N? **Loading Dock:** Y/N? **# of Steps:** **Hrs of Operation:**
Consumables: Toner only (excludes clear)
Meter Read Method - select one

For CSA USE ONLY:

Additional Requirements:

Notwithstanding this Agreement, this transaction shall be governed by the terms and conditions of Purchase Agreement # 2020002755 between Canon Solutions America, Inc. and the University of California and any terms and conditions which conflict with, vary from or modify the Agreement terms shall be deemed null and void.

SAMPLE

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"). TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE, THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THATEXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. BY YOUR SIGNATURE, CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.

Customer Authorized Signature: Printed Name: Title: Date:

ACCEPTANCE CERTIFICATE

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. Accordingly, Customer hereby authorizes billing under this Schedule.

Authorized Signature: Printed Name: Title: Date:

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

**Requires ImageWARE Remote

Canon

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

Purchase and Maintenance Schedule (SER-500)
Order Schedule ("Schedule")

Customer: Customer legal name **Salesperson:**
Agreement #: TBD **Transaction #:** TBD **Order Date:** 1/1/2021

Billing Information	Customer Account:
Company:	Customer legal name
DBA:	
Address:	
Address 2:	
City:	
State:	**Zip:** **County:**
Contact:	Customer name
Phone #:	(###) ###-#### **Fax #:**
Email:	customername@customeremail.com

Transaction Description

Purchase & Maintenance

Amounts Due	
Subtotal	$
Delivery/Install	
Sales Tax	
Total	$
Deposit	
Balance Due	$

Payment Terms
Net 30

Total Extended Maintenance Base Charge
$

Equipment Maintenance Information

Maintenance included, except as indicated excluded
Maintenance Base Billing - Select one
Maintenance Excess Per Image Billing - Select one
Maintenance Plan - Select one
Fixed Pricing

Other Transaction Details

Select applicable MAINTENANCE STATUS	Maint Base Charge This Section	Maint Initial Term	Covered Images Included in Maint Base Charge	Excess Per Image Charge(s)
	$	# months		$

Item Code	Listed Items Description	Qty	Unit Price	Total
#	Device & Accessory description	#	$	$

Notwithstanding this Agreement, this transaction shall be governed by the terms and conditions of Purchase Agreement # 2020002755 between Canon Solutions America, Inc. and the University of California and any terms and conditions which conflict with, vary from or modify the Agreement terms shall be deemed null and void.

Ship To & Maintenance Billing Information

Shipping: **Delivery Date:**
Address 2:
City: **County:** **State:** **Zip:**
Primary Customer Contact:
Phone #: **Email:**
Meter Contact:
Phone #: **Email:**
IT Contact:
Phone #: **Email:**

Billing:
Address 2:
City: **County:** **State:** **Zip:**
Billing Contact:
Phone #: **Email:**

Elevator: Y/N? **Loading Dock:** Y/N? **# of Steps:** **Hrs of Operation:**
Consumables: Toner only (excludes clear)
Meter Readings provided via imageWare Remote

FOR CSA USE ONLY:

Other Invoicing Requirements

Equipment Billing Entity: Canon Solutions America, Inc.
Purchase P.O. reference for invoice: PO#
Maintenance P.O. reference for invoice: PO#

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

Customer Authorized Signature: Printed Name: Title: Date:

SAMPLE

*Requires separate form **Requires imageWARE Remote

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

Trade in, Upgrade, Return, Buyout Schedule ("Schedule") (SLS-900)

Return Schedule, Rider B of Agreement

Customer: **Customer's legal name**

Agreement #: TBD

Salesperson:

Transaction #:

Order date: 1/1/2021

Customer ("You")	Customer Account: **TBD**	**Service Requested:**	
Company: Customer's legal name		**Select Transaction Type - One Per Form Page**	
Address:		**Lease Information (if applicable)**	
City:	**County:**	**Leasing company name**	**Lease Number**
State: **Zip:**	**Phone:** (###) ###-####		
Contact name: Customer contact			
Email: customername@email.com			
Alternate Contact:			
Alternate Phone:			

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

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

Payable to: Buyout - Select one Otherwise BLANK **Reason for check issuance:**

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

Select one:

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

Trade in Equipment Condition: Trade In Condition - Select for Trade In ONLY or BLANK

Equipment for Trade-In, Upgrade, or Return

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

Return code	Item Code	Description	Serial #	Equipment Location	Contact Name & Phone	Email	Alt pick up date

Pick Up /Return Information:

- ☐ Same Date as Delivery of Listed Items Specified on the Agreement
- ☐ Other Specified Date: (but no longer than 30 days after delivery of Listed Items under Agreement

Contact Name: **Phone:** **Email:**

Hours of Operation: insert **Number of Steps:** ?? **Elevator:** Y/N? **Loading Dock:** Y/N?

Special Instructions:

Notwithstanding this Agreement, this transaction shall be governed by the terms and conditions of Purchase Agreement # 2020002755 between Canon Solutions America, Inc. and the University of California and any terms and conditions which conflict with, vary from or modify the Agreement terms shall be deemed null and void.

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

Customer's Authorized Signature: _____

Printed Name: Title: Date:

SAMPLE

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Subscription Support Services (SLS-910)
Subscription Schedule ("Schedule"), Rider D of Agreement

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

Customer: Customer legal name
Agreement #: TBD

Salesperson:
Transaction #:
Order date: 1/1/2021

Customer ("You")	Customer Account: **TBD**
Company: Customer legal name	
Address: x	
City:	**State:** **Zip:**
Contact: **Customer contact**	**Phone:** (###) ###-####
Email: customername@email.com	

Alternate Contact:
Alternate Email:
Alternate Phone:

Subscription Support Services

Schedule Term: ☐ _____ **Months** or ☐ **Lease term** ☐ **Customer P.O. Reference on invoice:** _____

Payment terms: ☐ Net 30 ☐ Bill with my CFS Lease Payment ☐ Credit Card (Requires secure credit card authorization form.)

Ordered Qty	Item Code	Description	Price	Extended Price
#	######	Item description - Device and accessories	$$	

Notwithstanding this Agreement, this transaction shall be governed by the terms and conditions of Purchase Agreement # 2020002755 between Canon Solutions America, Inc. and the University of California and any terms and conditions which conflict with, vary from or modify the Agreement terms shall be deemed null and void.

Total	
Sales Tax	
Total Due	

Resource Level	Units / hour	Min Hrs/Engagement
National Consulting and Support ("NCS") Engineers	5	10
Production Analyst	4	8
Project Mgmt or Software Development Specialist	4	4
Local Systems Analyst or Systems Engineer	3	1
Solutions Support Center Agent	3	1
Product Trainer	2	1*

*1 Subject to Course minimum requirements, if applicable

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

Customer's Authorized Signature: _____

Printed Name: Title: Date:

SAMPLE

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This MASTER SALES AND SERVICES AGREEMENT, INCLUDING THE CUSTOMER INFORMATION FACE PAGE, THESE GENERAL TERMS, AND ANY APPLICALBE RIDER(S), SCHEDULES AND ADDENDA (AS DEFINED BELOW) (collectively the "Agreement") is entered into by and between Canon Solutions America, Inc. ("CSA") and its customer, as named on the Customer Information Face Page ("you" or "Customer"). "Parties" shall mean Customer and CSA. All notices to CSA shall be sent as set forth in Section 18.

GENERAL TERMS

1. **PURCHASE OR LEASE OF LISTED ITEMS.** You and CSA agree that you will purchase or lease, as applicable pursuant to the terms and conditions of this Agreement, the equipment ("Equipment"), Equipment maintenance including supplies under a supply inclusive maintenance plan ("Maintenance"), application software licenses ("Software") which excludes Embedded Software as set forth in Rider A, "Software Subscriptions" as defined in Rider C, Software installation services ("Software Installation Services"), Software support contracts ("Software Support Contracts"), subscription support services ("Subscription Support Services"), managed print services ("MPS"), and/or other products and services incorporated by a schedule or addendum accepted by CSA (all collectively, the "Listed Items"), each as described in any rider hereto ("Rider") or any Order Schedule, Return Schedule, MPS Schedule or other schedule or order document accepted by CSA (each a "Schedule"). Each Schedule referring to this Agreement will constitute a separate agreement for the acquisition of the Listed Items described therein and shall incorporate the terms of this Agreement. "NOLI" for purposes of Rider F shall mean non-CSA 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 Master Sales and Services Agreement. NOLI products are provided as a convenience to Customers and are not eligible for any warranty or maintenance under this Agreement and accordingly Customer waives any claim it might have against CSA for any loss, damages or expenses caused by NOLI products. "Products" shall mean Equipment, Software and Software Subscriptions, and any other products incorporated into this Agreement by a Schedule or addendum accepted by CSA ("Addendum" or "Addenda"). "Services" shall mean Maintenance, Software Installation Services, Subscription Support Services, MPS and any other services incorporated into this Agreement by a Schedule or Addendum. "Lease" shall mean the document pursuant to which you lease Listed Items from a "Leasing Company", which shall solely govern as to matters contained therein, and unless otherwise set forth on the Customer Information Face Page or any Addendum, the Leasing Company is Canon Financial Services, Inc. ("CFS"). To the extent the terms of any Rider conflict with these General Terms, the terms of the Rider shall control. Unless specifically otherwise defined in a Rider or Schedule, shall have the meaning defined in these General Terms. THE PARTIES MAY AMEND THE TERMS OF THIS AGREEMENT BY USE OF A MUTUALLY AGREEABLE ADDENDUM, EXECUTED BY YOU AND AN AUTHORIZED REPRESENTATIVE OF CSA.

2. **TERM**. The initial term during which Services shall be provided, and for the lease of Products, unless earlier terminated as provided in these General Terms or the applicable Rider, is as set forth on the applicable Schedule. That initial term shall be subject to renewal as provided in the applicable Rider.

3. **DELIVERY/INSTALLATION OF EQUIPMENT**. Unless otherwise set forth in a Schedule, delivery and installation of Equipment is at no additional charge, so long as no special rigging is required (in which event CSA's rates therefor will apply). For purposes of this Agreement, "special rigging" shall include, but not be limited to, the use of cranes, forklifts, or other mechanical devices; and/or the engagement of additional personnel beyond those ordinarily required for CSA to deliver Equipment via delivery van

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and maneuver unimpeded into and through the loading dock, hallways, and, if necessary, stairs and/or elements of Customer's facility manually through the use of a hand truck or dolly.

4. **PAYMENT TERMS AND CHARGES.** The total price specified in any Schedule for the Listed Items, including taxes and delivery/installation charges (if any), is due and payable within 30 days of the invoice date unless otherwise stated on the invoice. Should Maintenance or Software support not be purchased at the time of the initial delivery of the Product, or should it terminate or be suspended, additional fees to inspect the Product or otherwise to start or reinstate the Maintenance or Software support shall apply. Applicable taxes shall be added to the charges. Without limiting any of CSA's rights and remedies under applicable law, if payments are late, CSA may charge you and you agree to pay a late charge equal to the higher of five percent (5%) of the amount due or $10 as reasonable collection fees, not to exceed the maximum amount permitted by law, and you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law.

5. **CREDIT.** CSA reserves the right to withhold shipment of the Listed Items until you (or the Leasing Company, if applicable) make full payment of the total price specified in all Schedules accepted by CSA, or to revoke any credit extended to you because of your failure to pay any amounts when due pursuant to such Schedules or the applicable CFS Lease, or for any other reason affecting your creditworthiness. If at any time prior to shipment, CSA discovers any mistake in pricing or configuration for any of the Listed Items, CSA reserves the right to notify you of the mistake in writing, and such notification will constitute the non-acceptance of this Agreement by CSA with respect to such Listed Items without liability.

6. **LIMITED WARRANTIES AND DISCLAIMER.** Canon brand Equipment is provided with an end user limited warranty, from the manufacturer, either Canon U.S.A., Inc. ("Canon") or a Canon affiliated company. CSA is an authorized Canon service dealer and provides warranty service pursuant to the Canon limited warranties. Warranties, if any, for other Products and Services are provided by the manufacturer or developer or as may also be provided in the applicable Rider or Schedule. The use of Software is at all times subject to and governed by the applicable end user license agreement. In addition to the aforesaid manufacturer or developer warranties, CSA warrants that on completion of installation of Canon brand Equipment will be (1) in material conformance with the manufacturer's published specifications, (2) qualified for CSA's standard maintenance services and (3) free from material defects in workmanship and materials. All parts replaced under a warranty shall become the property of CSA or the manufacturer. The CSA warranty set forth herein does not apply to used or refurbished Equipment and is conditioned upon Customer giving prompt written notice to CSA of any discovered defects at the time installation is complete. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING CSA WARRANTY SHALL BE TO REJECT THE EQUIPMENT AND CANCEL THE AFFECTED EQUIPMENT SCHEDULE AT THE TIME INSTALLATION IS COMPLETED. IN NO EVENT SHALL A BREACH OF THIS WARRANTY GIVE RISE TO A CLAIM FOR DAMAGES AGAINST CSA. THE WARRANTIES CONTAINED OR REFERENCED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS, AND ALL SUCH OTHER WARRANTIES, INCLUDING ANY RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR ANY METER READ COLLECTION METHOD PROVIDED BY CSA, ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE OR SERVICES UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE LISTED ITEMS.

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7. LIMITATION OF LIABILITY.

7.1 CSA SHALL NOT BE LIABLE (I) FOR BODILY INJURY (INCLUDING DEATH) OR TANGIBLE PROPERTY DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) FOR LOSS OF REVENUE OR PROFIT, LOSS OR CORRUPTION OF DATA, OR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES OR THE USE OF OR INABILITY TO USE ANY PRODUCTS, REGARDLESS OF THE LEGAL THEORY ON WHICH A CLAIM MAY BE BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 CSA'S LIABILITY ON ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY OTHER AGREEMENTS ENTERED INTO IN CONNECTION THEREWITH, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, SHALL NOT EXCEED IN AN AGGREGATE AMOUNT THE SUM OF (A) IF CUSTOMER PURCHASED ANY PRODUCTS, THE TOTAL PURCHASE PRICE PAID BY CUSTOMER (OR THE LEASING COMPANY IF LEASING) TO CSA FOR THE PRODUCTS SUBJECT TO THE CLAIM, AND (B) AS TO ALL OTHER LIABILITY OF CSA, CHARGES PAID OR PAYABLE BY CUSTOMER FOR THE PRODUCTS OR SERVICES SUBJECT TO THE CLAIM FOR SIX (6) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM IS MADE. SHOULD CUSTOMER HAVE PREPAID ANY AMOUNT FOR SERVICES SUBJECT TO THE CLAIM, SUCH AMOUNT SHALL BE AMORTIZED OVER THE APPLICABLE TERM OF SAID SERVICES AND CSA'S LIABILITY SHALL BE LIMITED TO SIX (6) MONTHS OF SUCH AMORTIZED PAYMENTS.

8. DATA. You acknowledge that the hard drive(s) on the Equipment, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("HD Data"). You acknowledge that CSA is not storing HD Data on your behalf and that exposure or access to the HD Data by CSA, if any, is purely incidental to the services performed by CSA. You are solely responsible for the HD Data. The Equipment contains various security features that you can utilize. Upon your request, CSA will work with you to provide information regarding your options and offer services to assist you. Such services may result in additional charges. The terms of this Section shall solely govern as to HD Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA that could be construed to apply to HD Data.

9. SECURITY. As security for the payment of all amounts due for the acquisition of the Listed Items, you hereby grant to CSA a security interest in the Listed Items. To the extent permitted by applicable law, you hereby authorize CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Listed Items.

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

11. CUSTOMER DEFAULT. You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, any Rider or Schedule (including making prompt payments of amounts not subject to a good faith dispute) or the CFS Lease. CSA may suspend providing Listed Items under this Agreement in whole or in part until any delinquent payment is received by CSA (or CFS as applicable), and You agree that any such suspension shall not in and of itself be deemed a termination of this Agreement. If an overdue payment under this Agreement or any Rider or Schedule is disputed in good faith within thirty (30) days after its due date, you shall pay all undisputed amounts and promptly make a good faith effort to resolve such dispute with CSA. In the event of your default, CSA may, without limiting its other rights and remedies available under applicable law and this

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Agreement, require you to pay all charges then due but unpaid, including any applicable late charges and liquidated damages.

12. **CHOICE OF LAW AND FORUM.** THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS YOU COMMENCE AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE COUNTY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM.

13. **LIMITATION OF ACTIONS, CLASS WAIVER AND JURY TRIAL WAIVER.** ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. CUSTOMER AGREES THAT ANY CLAIM IT ASSERTS AGAINST CSA SHALL BE ASSERTED ON AN INDIVIDUAL BASIS ONLY. CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO ASSERT ANY CLAIM AGAINST CSA AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OR GROUP. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM UNLESS CUSTOMER RESIDES IN A STATE IN WHICH A WAIVER OF A RIGHT TO A JURY TRIAL IS UNENFORCEABLE AS A MATTER OF THAT STATE'S PUBLIC POLICY.

14. **ENTIRE AGREEMENT; MASTER AGREEMENT AND OVERRIDING CONTRACT TERMS.** This Agreement, together with all Riders, Schedules, and Addenda now and hereafter entered into and any related CSA credit application, constitute the entire agreement between the Parties with respect to the furnishing of the Listed Items and the performance of the Services, superseding all previous proposals and agreements, oral or written; and any default by Customer under any part of this Agreement shall constitute a default of the entire Agreement. If the Customer Information Face Page references a master agreement (which may be a separate master agreement entered into between Customer, or an affiliate of Customer, and CSA), or if a Schedule references an overriding contract (an "OC" meaning a group purchasing or cooperative or governmental agreement under which Customer is an eligible participant) or a master agreement between you (or one of your affiliates) and CSA, then the terms of such OC or master agreement shall apply to the extent applicable to the transactions contemplated by this Agreement, and the terms of this Agreement shall apply only to the extent not inconsistent with the terms of such OC or master agreement.

15. **CSA DEFAULT.** Customer may terminate its use of Products or Services in the event that CSA materially fails to perform its obligations under this Agreement, provided that any such termination shall only apply to the Products or Services subject to the default, and shall only be effective upon not less than thirty (30) days' prior written notice from Customer to CSA specifying the default, and provided that CSA has not materially cured such default or provided Customer reasonable assurance that such default shall be materially cured, prior to the effective date of termination. For the avoidance of doubt, no such termination shall affect Customer's obligations with respect to the Lease.

16. **REPRESENTATIONS AND AMENDMENTS.** NO REPRESENTATION OR STATEMENT NOT CONTAINED ON THE AGREEMENT POSTED ON CSA'S CUSTOMER PORTAL (ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS) AS OF THE DATE OF A SCHEDULE SHALL BE BINDING UPON CSA AS A WARRANTY OR OTHERWISE, NOR SHALL THIS AGREEMENT BE MODIFIED OR AMENDED, EXCEPT BY A WRITING SIGNED BY YOU AND AN AUTHORIZED

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REPRESENTATIVE OF CSA. NOTWITHSTANDING THE FOREGOING, AND EXCEPT AS YOU AND CSA AND/OR CFS AGREE IN AN EXECUTED ADDENDUM, A PROVISION MAY ALSO BE AMENDED BY A WRITTEN NOTIFICATION FROM CSA TO YOU AT YOUR EMAIL ADDRESS LISTED ON THE CUSTOMER INFORMATION FACE PAGE (OR AS YOU SUBSEQUENTLY MODIFY IN WRITING), SETTING FORTH THE AMENDED PROVISION(S), WHICH SHALL BE DEEMED ACCEPTED BY YOU EFFECTIVE THIRTY (30) DAYS AFTER NOTIFICATION (OR SUCH LATER DATE SPECIFIED IN THE NOTIFICATION), UNLESS YOU ELECT, WITHIN SUCH THIRTY (30) DAY PERIOD, TO PROVIDE WRITTEN NOTICE THAT YOU OBJECT TO SUCH AMENDMENT, IN WHOLE OR IN PART, AS APPLICABLE, IN WHICH CASE THE PARTIES SHALL NEGOTIATE ANY SUCH MODIFICATION IN GOOD FAITH.

17. **GENERAL TERMS.** This Agreement shall be binding on you upon our receipt of your signature on the Customer Information Face Page and, as to each Schedule, on the date we receive your signature thereon. Each Schedule shall be binding on CSA upon delivery of the Listed Item or commencement of performance by CSA under such Schedule. Title to or licensing of (as applicable) any Listed Items shall pass or be granted to you or the Leasing Company only upon full required payment to CSA therefor. All provisions of this Agreement which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. You acknowledge that neither CSA nor any of its agents or representatives has made any promise, representation, or warranty as to the Listed Items, or anything affecting or relating to this Agreement, except as specifically set forth in this Agreement, and you acknowledge that you have not executed or authorized the execution of this Agreement in reliance upon any such promise, representation, or warranty. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth in this Agreement. No Lease between you and the Leasing Company with respect to any Listed Items shall be binding on CSA in any respect or affect your rights or CSA's obligations hereunder. ANY PURCHASE ORDER UTILIZED BY YOU (WHETHER OR NOT REQUIRED) SHALL BE FOR YOUR ADMINISTRATIVE CONVENIENCE ONLY, AND ANY TERMS THEREIN WHICH CONFLICT WITH, VARY FROM, OR SUPPLEMENT THE PROVISIONS OF THIS AGREEMENT SHALL BE DEEMED NULL AND VOID. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent shall be void; except that you may assign to your Leasing Company your right to acquire the Listed Items and your warranty rights with respect thereto, but your other rights hereunder are not assignable to the Leasing Company and such assignment shall not relieve you of any of your obligations hereunder (including your obligation to pay for Listed Items). You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.

18. **NOTICES. YOU ACKNOWLEDGE THAT CSA SHALL SEND NOTICES BY REGULAR MAIL TO THE PHYSICAL ADDRESS, AND/OR BY EMAIL TO THE EMAIL ADDRESS ON THE CUSTOMER INFORMATION FACE PAGE. TO BE EFFECTIVE, ALL NOTICES TO CSA CONCERNING CANCELLATION, BREACH, DEFAULT, ASSIGNMENT, INDEMNITY, NON-RENEWAL, CHANGE OF YOUR ADDRESS OR EMAIL ADDRESS FOR NOTICES, OR ANY OTHER DEMAND OR CLAIM AGAINST CSA MUST BE IN WRITING DETAILING ALL SUCH ISSUES, AND SENT TO CSA VIA COURIER OR CERTIFIED MAIL, TO: 300 COMMERCE SQUARE BLVD., BURLINGTON, NEW JERSEY 08016 ATTN: CUSTOMER SERVICE, OR SENT BY EMAIL TO CUSTOMERCARE@CSA.CANON.COM; WITH A COPY OF ANY NOTICE OF DEFAULT, BREACH, REQUEST FOR INDEMNITY, OR ANY OTHER DEMAND OR CLAIM AGAINST CSA, SENT TO CSA VIA COURIER OR CERTIFIED MAIL, TO SENIOR VICE PRESIDENT, LEGAL, CANON SOLUTIONS AMERICA, INC., ONE CANON PARK, MELVILLE, NEW YORK, 11747, OR SENT BY EMAIL TO LEGAL@CSA.CANON.COM.**

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CANON SOLUTIONS AMERICA

RIDER A

CANON OFFICE DEVICES AND CUT SHEET PRODUCTION MAINTENANCE TERMS

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER A SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

"Equipment" for purposes of this Rider A shall mean Canon branded office devices (and not Large Format equipment covered under Rider F nor printers covered under Rider E).

1. MAINTENANCE / TERM / CHARGES.

a. If Maintenance for Equipment is indicated on its Order Schedule, it shall mean that CSA will keep the Equipment in good working order subject to the terms of this Agreement. Maintenance shall include emergency break fix service, routine preventative maintenance, including inspection, adjustment, parts replacement, drums, and cleaning material required for proper Equipment operation. Maintenance shall start on the date (the "Start Date") of installation for newly installed Equipment (inclusive of standard embedded Canon brand software) covered under toner inclusive service. For all other newly installed Equipment, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The Start Date is stated on the Order Schedule for all previously in place Equipment.

b. The initial term of Maintenance is set forth on the Order Schedule, and thereafter shall renew for successive 12 month renewal terms unless either party gives written notice of non-renewal at least 30 days prior to the expiration of the then-current term. The renewal charges shall be reflected on the invoice for the first billing cycle of the renewal period.

c. Unless otherwise set forth in an Order Schedule, Service Charges shall start billing and Customer shall start payment upon the completion of installation. Maintenance Base Charge(s) and Per Image Charge(s) as listed on the applicable Order Schedule (collectively "Service Charges") are billed for full calendar month periods, with Maintenance Base Charge(s) billed in advance and Per Image Charge(s) billed in arrears.

d. The meter shall record a quantity of 1 image for each image printed on media sizes up to 13" x 19", and two images for any larger media. For Long Sheet images, defined as images printed on media longer than 19", there will be an additional Per Image Charge as set forth on the Order Schedule. If you are making Long Sheet images and there is no such charge on the Order Schedule, CSA will invoice you for such charges at our standard rate and you agree to pay same. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media longer than 14".

e. If the Order Schedule is for a Fixed Price Plan charges shall not increase during the initial term, and if for a Standard Price Plan charges are subject to an annual increase up to 10% (as determined by CSA in its sole discretion) either (i) on each anniversary of the start date or (ii) once in each calendar year if you have selected the Aggregate Coverage Plan. Notwithstanding the foregoing and for purposes of clarity, with respect to transactions where CFS invoices the Maintenance Base Charge, such annual increase shall be applied only to the Excess Per Image Charge and shall exclude the Maintenance Base Charge.

f. If the Fleet or Aggregate plan is indicated in the Equipment Maintenance Information Section on an Order Schedule, the Maintenance Base Charge and the Covered Images listed on the first page of the Order Schedule apply to all of the Equipment on that Order Schedule, unless otherwise indicated.

g. If the Listed Items on an Order Schedule are added to an existing Fleet Coverage Plan under a previous Order Schedule or contract between you and CSA, (i) the fleet shall include the equipment listed under the previous Order Schedule or contract, and all other Order Schedules or contracts for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous Order Schedules or contracts.

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h. If the Listed Items on an Order Schedule are added to an existing Aggregate Coverage Plan under a previous Order Schedule or contract between you and CSA, the Covered Images shall apply to all of the Equipment on the Order Schedule, unless otherwise indicated, plus the listed items under previous Order Schedule(s) or contract (s), and all other Order Schedules or contracts for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues.

i. If the Per Unit is indicated in the Equipment Maintenance Information Section on an Order Schedule, the Maintenance Base Charge and the Covered Images listed in each Section of the Order Schedule shall apply on a per unit basis for the Equipment listed in that Section.

j. If image dependent service is selected, there shall be no Per Image Charges; however, the then-current term shall terminate at the end of the number of months specified on the Order Schedule or on the date when the images made exceed the maximum covered images specified on the Order Schedule, whichever event occurs sooner.

2. CUSTOMER SATISFACTION POLICY. If you are not satisfied with the performance of your Equipment, upon your written request, CSA in its sole discretion will repair or replace the Equipment with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the Equipment to good working order in accordance with the terms of this Agreement. If a replacement unit of Equipment is provided, the replaced unit shall be removed from the Lease and the replacement unit shall be deemed a “Listed Item” under the Lease and for the Lease and all other purposes of this Agreement. This policy shall apply for 3 years from the date of installation or for the initial term of any CFS Lease, if longer, provided you are not in default of this Agreement or the Lease and such Maintenance services have not been canceled or terminated

3. HOURS OF OPERATION AND ACCESS TO EQUIPMENT. Maintenance shall be performed during CSA’s local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, excluding CSA holidays). Overtime charges, at CSA’s current rates, will be charged for all Maintenance service calls outside normal business hours. You shall give CSA reasonable and safe access to the Equipment and CSA shall provide labor or routine, remedial and preventive Maintenance as well as remedial parts. CSA may terminate its Maintenance obligations for any Equipment you relocate to a site outside CSA’s service territory.

4. ITEMS NOT COVERED UNDER MAINTENANCE. Any work beyond the scope of this Agreement shall be invoiced in accordance with CSA’s then current labor, parts and supply charges. The following items are NOT covered under Maintenance unless otherwise set forth in an Order Schedule:

(a) all consumable supply items not provided as part of toner inclusive service, including, without limitation, paper, staples, other media, print heads and puncher dies;

(b) repairs resulting from factors other than normal use including, without limitation, any willful act, negligence, abuse, accident, or misuse of the Equipment;

(c) repairs due to the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service problems;

(d) repairs to fix problems resulting from service performed by personnel other than CSA personnel;

(e) repairs due to use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions;

(f) de-installation, re-installation or relocation of Equipment;

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(g) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment;

(h) work which you request to be performed outside of CSA's regular business hours; or

(i) repair of network/system connection device, except when listed on face page.

5. EXCESSIVE MAINTENANCE REQUIREMENTS. If, in CSA's opinion, any Equipment cannot be maintained in good working order through Maintenance, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of Maintenance as to such Equipment and refund the unearned portion of any prepaid charges hereunder.

6. PARTS. You disclaim any interest in parts or Equipment replaced or removed by CSA. Such parts and Equipment shall be replaced on an exchange basis and shall become the property of CSA.

7. CONSUMABLE INCLUSIVE (TONER ABUSE). Consumable Supplies: All consumables are the property of CSA until used. Consumables Inclusive Maintenance includes replenishment of toner only (unless other consumables are specified on the Order Schedule and applicable to the unit of Equipment). Toner is supplied for exclusive use with the unit of Equipment for which it is provided. CSA may terminate the Maintenance under this Agreement if you use the consumables in a different manner. If your use of consumables exceeds the typical use pattern (as determined solely by CSA) for these items by more than 10% of the published manufacturer specifications for conventional office image coverage, or should CSA, in its sole discretion, determine that consumables are being misused in any fashion, CSA may invoice you for such excess usage and you agree to pay for such improper or excess use. Consumable Inclusive Maintenance is predicated upon deployment of CSA's remote reporting software (see Section 8 b. below installation and use), which includes Auto-Toner Replenishment. CSA may charge you a Supply Freight Fee to cover the cost of shipping consumables to you. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of Maintenance for the applicable unit of Equipment.

8. BILLING / METER COLLECTION.

a. You agree to comply with the billing procedures designated by CSA, including timely notifying CSA of the meter readings. If CSA does not receive timely meter readings from you, you agree to pay invoices that reflect CSA's estimates of meter readings. CSA reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle. In accordance CSA's normal procedures and the meter read option selected.

b. You agree that CSA shall be entitled to acquire meter readings using CSA's remote reporting software. Unless otherwise indicated in an Order Schedule, you authorize CSA to use networked features of the Equipment and the remote reporting software 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.

c. You may also use the myCSA website to provide meter readings, in which case you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CSA may change your meter read options from time to time upon 60 days' notice.

9. EMBEDDED SOFTWARE. CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment ("Embedded Software"), but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Embedded Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by

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

10. SOFTWARE AND SOFTWARE SUPPORT CONTRACTS. If you have acquired any Software and/or Software Support Contracts, these listed items shall be governed by the terms and conditions of Rider C.

11. DEFAULT. In addition to the remedies set forth in the General Terms, should you default in your obligations under this Rider A or cancel Maintenance prior to the end of its initial term or any renewal term, you shall pay an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges. You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

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CANON SOLUTIONS AMERICA

RIDER B

TRADE-IN, RETURN, UPGRADE AND BUYOUT TERMS

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER B SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

1. BUY OUT REIMBURSEMENT: If "Buy-Out Reimbursement" is indicated on any Return, Upgrade, Buyout, Relocation Schedule (each a "Return Schedule") it will be paid directly to the designated party thereon (whether you or the finance or leasing company that owns the Return Equipment or Trade-in Equipment (the "Lessor") by CSA upon installation and acceptance of the Listed Items set forth on the Order Schedule applicable thereto and payment to CSA (by you or by the Leasing Company) of the purchase price for said Listed Items. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for (a) early termination of the lease of the Trade-in Equipment or Return Equipment (as identified on a Return Schedule) or for other equipment being replaced by said Listed Items, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of said Listed Items. You are responsible to obtain and/or confirm the Buy-Out Reimbursement amount with your Lessor, and any such amount shall include a delivery period of a minimum of thirty (30) days from the date of the installation and testing of said Listed Items and payment to CSA (by you or by the Leasing Company) of the purchase price for said Listed Items. You acknowledge and agree that CSA's financial obligation is limited to the Buy-Out Reimbursement amount on the applicable Return Schedule, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement. The above is conditioned upon you making the Trade-In Equipment or Return Equipment available for pickup by CSA on the relevant date specified on the Return Schedule.

2. TRADE-IN EQUIPMENT OR RETURN TO LEASING COMPANY: If Trade-In Equipment or Return to Leasing Company is indicated on a Return Schedule, you hereby authorize CSA to pick up the Trade-in Equipment or Return Equipment listed on the Return Schedule. Upon such pick-up, title to Trade-in Equipment is conveyed to CSA, and (a) you represent that CSA will receive good and marketable title to each unit of Trade-in Equipment, free and clear of any and all liens and leasehold interests, (b) you warrant that the Trade-In Equipment will be delivered to CSA (unless specified on the Return Schedule that it is provided on an "As Is" basis) in good working condition, reasonable wear and tear excepted, and (c) you shall make the Trade-In Equipment available for pickup by CSA on the relevant date specified on the Return Schedule. If you breach or fail to comply with any of the foregoing, CSA may, without limiting its other remedies under applicable law, return the Trade-In Equipment to you (at your expense both for the return and the original pickup) and rescind, or require you to refund to CSA, promptly upon receipt of CSA's invoice, the Buy-Out Reimbursement, and the full amount of any trade-in credit reflected in the Return Schedule (which amount shall equal the fair market value of such Trade-In Equipment, as determined by CSA). Return Equipment shall be shipped to the Lessor specified on the Return Schedule by CSA's standard shipping method, and CSA's sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment, and to arrange on your behalf and at CSA's expense, for the shipment of the Return Equipment to the Lessor.

3. DELAY OR DAMAGE TO EQUIPMENT IN TRANSIT. You acknowledge that neither CSA nor its shipper inspects functionality prior to transportation of Trade-in Equipment or Return Equipment and therefore makes no representation regarding functionality upon delivery. CSA shall only be responsible for obvious physical damage to the Trade-in Equipment or Return Equipment while being relocated or returned to the leasing company to the extent such damage is caused by CSA or its shipper's negligence or willful misconduct while in their possession. You agree to pay CSA's removal charges if, on the date indicated on the Return Schedule, Trade-in Equipment or Return Equipment is unavailable for pickup and removal

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through no fault of CSA. In the event undisclosed conditions (e.g. incorrect mileage, special rigging requirements, inaccessible location for pick up or delivery, etc.) are encountered, you agree that CSA may invoice you for additional reasonable fees as required to complete the relocation.

4. DATA. You acknowledge that the hard drive(s) on the Trade-in Equipment or Return Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Trade-in Equipment or Return Equipment ("TIR Data"). You acknowledge that CSA is not storing TIR Data on behalf of you and that exposure or access to the TIR Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates or contractors have an obligation to return, erase or overwrite TIR Data upon pick up and return of the Trade-in Equipment or Return Equipment to CSA or any Lessor. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting TIR Data. The terms of this section shall solely govern as to TIR Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to TIR Data.

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RIDER C

SOFTWARE AND SOFTWARE SUBSCRIPTION LICENSING AND SUPPORT

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER C SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

"Software" for purposes of this Rider C shall mean application software licensed to you and any revisions for updates related thereto, and shall exclude Embedded Software which is subject to Rider A, and software provided with Large Format equipment which is subject to Rider F.

"Software Subscription" shall mean Software which is licensed to you on a subscription basis for a term and may include the provision of basic support and new versions therefore as set forth in its end user license agreement ("EULA"), terms of service ("TOS"), or software maintenance agreement ("SMA").

1. LICENSING. (a) Title to the Software and Software Subscription shall remain with the licensor or developer; and (b) Software shall be licensed to you subject to its EULA, and Software Subscription subject to its EULA or TOS, which agreements shall solely control as to the matters contained therein. With regard to any "shrink-wrap" or "click-wrap" or "click through" acceptance required for Software, You hereby authorize CSA to accept same on your behalf (e.g., by opening the package or clicking the "I ACCEPT" button), and you agree to comply with the terms of same. Software licenses can be found at http://ess.csa.canon.com/SMA-EULA.html, and any such terms shall solely govern as to matters contained therein.

2. SOFTWARE INSTALLATION AND CONFIGURATION SERVICES. Software installation and configuration services shall be provided pursuant to a statement of work between you and CSA or you and the Software developer or licensor.

3. SOFTWARE SUPPORT / BUG FIXES / UPDATES. Support for Software is provided directly by the respective developers or licensors thereof and is as set forth in each developer's or licensor's applicable Software Support Contract and is not provided by CSA under this Agreement. Support for Software may require separate purchase by you of a Software Support Contract, unless included under this Agreement as a Listed Item. The terms of Software Support Contracts for Software are available from the developers or licensor or will be provided to you by CSA upon request. Notwithstanding any provision in the Software Support Contract to the contrary, it shall automatically renew on an annual basis, subject to a price increase after the initial term.

4. SOFTWARE SUBSCRIPTION. You agree to accept and pay either the purchase price or the number of periodic payments for the Software Subscription indicated on the Order Schedule or in any addendum(s) hereto for the corresponding term. The Software Subscription shall automatically renew for additional one (1) year terms (each a "Renewal Term") unless you provide written notice to CSA cancelling the Software Subscription within 30 days of your receipt of the invoice for the Renewal Term. CSA may increase pricing during each Renewal Term and may cancel Software Subscription during any Renewal Term upon written notice to you, in which case you will be refunded any unearned charges for the balance of the Renewal Term. In the event of your default, CSA may, without limiting its other rights and remedies available under applicable law, require you to pay all payments then due but unpaid, including any applicable late charges, plus an early termination fee equal to the balance of the purchase price or periodic payments for the Software Subscription owed for the term. You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty. The purchase price for the Software Subscription may be incorporated into your Lease payment. You acknowledge that CSA may assign the periodic payments to a third party, or its assigns, and agree to pay such assignees.

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5. ADDITIONAL LIMITATION OF WARRANTY FOR SOFTWARE AND SOFTWARE SUBSCRIPTION. CSA MAKES NO WARRANTIES OF DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKES ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SOFTWARE OR SOFTWARE SUBSCRIPTION. YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL LOOK SOLELY TO THE ENTITY LICENSING OR SUPPORTING THE SOFTWARE OR SOFTWARE SUBSCRIPTION AS TO ANY CLAIM OR CAUSE OF ACTION ARISING FROM THE SOFTWARE, SOFTWARE SUPPORT CONTRACT, OR THE SOFTWARE SUBSCRIPTION, AND THAT CSA, UNLESS IT IS SUCH ENTITY, SHALL HAVE NO OBLIGATION OR LIABILITY THEREFORE, AND YOU WAIVE YOUR RIGHTS TO BRING ANY SUCH CLAIM OR CAUSE OF ACTION AGAINST CSA. YOUR PAYMENTS AND OTHER OBLIGATIONS UNDER THIS AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE SOFTWARE SUPPORT CONTRACT OR SOFTWARE SUBSCRIPTION, OR FAILURE IN ANY WAY OF THE SOFTWARE OR SOFTWARE SUBSCRIPTION.

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CANON SOLUTIONS AMERICA

RIDER D
SUBSCRIPTION SUPPORT SERVICES

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER D SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

1. Services. When indicated on an Order Schedule referencing this Rider D, CSA will provide to you Subscription Support Services ("Subscription Support Services") listed in Section 3 below consisting of a) remote support and b) on-site support for CANON and select third party software and hardware solutions. Subscription Support Services will be provided by CSA at the applicable Resource Level (as detailed in Section 3 below) based upon your resource selection or description of the scope of work to be performed. Subscription Support Services will be provided during CSA's local regular business hours (8:30 A.M - 5:00 P.M. Monday through Friday, excluding CSA holidays). Any work approved by CSA to be scheduled beyond these hours will be billed at a premium rate.

2. Term. The term of Subscription Support Services (the "Subscription Term") shall continue until the earlier of (a) the units of Subscription Support Services specified on an Order Schedule ("Units") are consumed or (b) for either the number of months indicated on an Order Schedule beginning on the Order Date, or the end of the term of the applicable CFS Lease.

3. Effective Rates. Subscription Support Service Units are available to you based upon the Resource Level utilized to perform the Subscription Support Services:

Resource Level	Units Per Hour	Min Hours per Engagement
National Consulting and Support ("NCS") Engineers	5	10
Production Analyst	4	8
Project Management Specialist	4	4
Software Development Specialist	4	4
Local Systems Analyst	3	1
Local Systems Engineer	3	1
Solutions Support Center Agent	3	1
Product Trainer	2	1*

* Subject to Course minimum requirements if applicable

4. Utilization Procedure. Subscription Support Services will be provided during the Subscription Term when requested by you through the CSA service dispatch center. CSA will determine the appropriate Resource Level(s) to be assigned based on your resource selection or description of the requested Subscription Support Services. CSA reserves the right to reject any request by you if CSA determines that such request is for work beyond the scope of the Subscription Support Services covered by this Agreement or the Resource Levels acquired and available from an Order Schedule. Units unused upon the expiration of the Subscription Term on an Order Schedule are non-refundable. If Subscription Support Service requested by you, or completion of ongoing Subscription Support Services, will require Units in excess of the unused quantity available from the applicable Order Schedule, CSA shall notify you in advance of completing the work and you shall instruct CSA to end work or you shall agree to pay for those additional Units at CSA's then prevailing rates.

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5. Performance of Subscription Support Services. Subscription Support Services may be performed by remote access, or by CSA, or its designee at your business locations if located within CSA's servicing area. If by remote access, you grant CSA permission to access your systems as required to perform the Subscription Support Services. If on-site at your premises, (a) such personnel shall comply with your reasonable security and other such policies of which CSA has been informed by you in writing; and (b) you will provide such personnel with appropriate workspace at no charge. In either event (a) you will provide assistance as may be reasonably required for the performance of the Subscription Support Services; and (b) you acknowledge that the performance by CSA of Subscription Support Services with respect to any non-CANON hardware or software may be dependent on assistance or cooperation from the third–party manufacturer or developer, including your requirement(s) to purchase any necessary software upgrades or licenses to operate the software.

6. Payment.

(a) Unless the "Bill with my Lease Payment" option is selected on the Subscription Support Services Order Schedule, the total purchase price specified on the Order Schedule is payable in full and in advance within no later than 30 days after the date of CSA's invoice therefore, and CSA shall have no obligation to provide any Subscription Services until such payment has been made.

(b) If the "Finance through my Lease" option is selected on the Subscription Support Services Order Schedule, the total purchase price specified on the Subscription Support Services Order Schedule shall be financed by the Leasing Company through the applicable Lease, as provided herein, over the initial term of the applicable lease.

7. Non-Solicitation. Throughout the Term and for one (1) year following the expiration or termination thereof, you agree that you will not, directly or through any third party, solicit, offer employment to, hire, interfere with or endeavor to entice away from CSA any individual who is an employee of CSA and who, at any time during the Term, was involved in providing Subscription Support Services to you hereunder. You further agree, with respect to any former employee of CSA who was involved in providing Subscription Support Services to you hereunder, that you will not, directly or through any third party, solicit, offer employment to or hire such former CSA employee at any time during the one (1) year period after he or she ceases to be an employee of CSA.

8. ADDITIONAL LIMITATION OF WARRANTY AND LIMITATION OF LIABILITY. CSA WARRANTS THAT IT WILL PERFORM SUBSCRIPTION SUPPORT SERVICES HEREUNDER IN A PROFESSIONAL AND COMPETENT MANNER CONSISTENT WITH THE RESOURCE LEVEL UTILIZED. OTHERWISE, CSA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SUBSCRIPTION SUPPORT SERVICES. IN NO EVENT SHALL CSA'S LIABILITY TO YOU HEREUNDER OR IN CONNECTION WITH THE SUBSCRIPTION SUPPORT SERVICES EXCEED THE AGGREGATE AMOUNT PAID BY YOU TO CSA PURSUANT TO THIS RIDER.

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RIDER E

MANAGED PRINT SERVICES

Management Print Services for printers will be provided under a separate CSA Agreement.

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CANON SOLUTIONS AMERICA

RIDER F

LARGE FORMAT TERMS

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER F SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

"Equipment" for purposes of this Rider F shall mean, and only apply to Large Format models as identified in the definition of Large Format below.

"Software" for purposes of this Rider F shall mean, and only apply to software provided for use with or by Large Format models as identified in the definition of Large Format below.

"Large Format" for the purposes of this Rider F shall mean PlotWave, ColorWave, imagePROGRAF, Arizona, and Colorado Series hardware, software and accessories.

1.0 LARGE FORMAT MAINTENANCE / TERM / CHARGES.

a) Maintenance, identified as "Standard Svc Contract" in the "Service Type" section of an Order Schedule when applicable, shall commence upon installation of the Equipment or, if Maintenance is not requested at the time of initial installation, upon certification by CSA, or, at the conclusion of the warranty period, if any, as noted on an Order Schedule. Maintenance will be provided as is specifically set forth in the applicable Order Schedule.

b) The Order Schedule shall identify the initial Maintenance term when elected and customer may not terminate Maintenance during the initial term. 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. During the initial term, CSA may adjust pricing for Maintenance, or any component thereof, including supplies and other materials, by a maximum of ten percent (10%) per year. Upon renewal and upon 90 days written notice, charges are subject to an annual increase on each anniversary of the start date.

c) (i) For the period from the Effective Date to the date that monthly (or quarterly) billing commences for the initial Base Charge Per Unit as set forth on the applicable Order Schedule ("Interim Period"), Customer shall pay CSA an amount equal to the Base Charge Per Unit divided by thirty (30), or if Maintenance Payment frequency is quarterly divided by ninety (90) and multiplied by the number of days in the Interim Period plus Excess Usage Charges ("Excess Usage Charges"). CSA shall invoice the Base Charge Per Unit in advance and shall invoice the Excess Usage Charges and other usage fees (collectively "Maintenance Service Charges") periodically as indicated in the Order Schedule. If applicable, Customer shall provide meter readings by the last calendar day of each month showing the monthly usage by a CSA approved method. Should such meter readings not be provided in a timely fashion, Excess Usage Charges may be estimated by CSA. IN THE EVENT CSA DETERMINES AT ITS SOLE DISCRETION THAT CUSTOMER HAS ORDERED CONSUMABLES BEYOND A REASONABLE REQUIREMENT BASED ON INDUSTRY ACCEPTED CLICK VOLUME MEASUREMENTS, CSA MAY, IN ITS SOLE DISCRETION, UPON REASONABLE DEMONSTRATION OF SUCH EXCESS USE BY CUSTOMER, BILL CUSTOMER THE LIST PRICE OF THE EXCESS CONSUMABLES. 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

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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 in the Order Schedule.

(ii) Unless otherwise set forth in an Order Schedule, Maintenance charges shall start billing and Customer shall start payment upon the completion of installation. Maintenance charges as listed on the applicable Order Schedule are billed at the frequency noted on the Order Schedule. with Base Charge Per Unit (s) billed in advance and Excess Usage Charges billed in arrears. If Equipment is installed on other than the first of the month, then the period from the install date to the end of the month shall be the "Interim Period". Customer shall pay CSA an amount equal to the applicable Base Charge Per Unit divided by thirty (30) days and multiplied by the number of days in this Interim Period. Excess Usage Charges shall also be invoiced according to the meter reading for this Interim Period. If there are other invoicing requirements, this may result in a longer initial term. After the Interim Period, CSA shall invoice you at the frequency noted on the Order Schedule or, if specified, on a rolling 30-day basis for the number of months indicated on the Order Schedule. For purposes of clarity and by way of example only, if Equipment is installed on December 15th, billing for a full calendar months with Interim Period shall be as follows: 12/15 -12/31, 1/1-1/31, 2/1-2/28, 3/1-3/31 and so on. Using the same installation date, rolling 30 day invoicing shall be as follows: 12/15-1/14, 1/15-2/14, 2/15 – 3/14, and so on.

1.1 COVERED SERVICE.

a) CSA shall provide Customer: (i) CSA's standard preventive Maintenance services ("PM's") in accordance with CSA's standard policies, which includes labor, testing, adjusting, cleaning and replacement of components scheduled in accordance with the Equipment service specifications (the length and frequency of periods of time required for preventive Maintenance will solely be determined by CSA); and (ii) engineering changes, including safety changes, deemed necessary by CSA; all to be provided during CSA's standard business hours of Monday through Friday 8:30AM to 5:00PM, unless otherwise set forth in the Order Schedule. PMs without supplies shall be identified as "Service Only" in the Contract Type section when applicable. Service on CSA holidays is available with advance notice to CSA and CSA shall bill Customer at its then current hourly rates for holiday service. PM's performed on weekends, holidays or between 5PM and 8:00 AM (at Customer's request) will be billed at CSA's holiday rates in effect at the time of such service.

b) Customer shall: (i) if required by CSA, allow CSA to store reasonable quantities of Maintenance equipment and/or parts on Customer's premises; (ii) provide a secure environment for the Equipment in accordance with manufacturer's requirements; (iii) 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. CSA shall retain title to such Maintenance equipment and/or parts. Customer shall NOT interfere with the proper operation of the meter.

c) If Customer refuses to permit installation of a safety change or removes one already installed, CSA may discontinue Maintenance for all Equipment until the hazard has been corrected. All defective parts replaced during Maintenance shall become the property of CSA. Parts used for repair may be used or remanufactured.

1.2 NON-COVERED SERVICE.

a) Customer acknowledges that CSA shall not have any obligation related to:

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(i) provision and installation of optional retrofits;
(ii) enhancement of any feature of the Equipment;
(iii) services connected with Equipment relocation;
(iv) installation/removal of accessories, attachments, or other devices;
(v) exterior painting or refinishing of Equipment;
(vi) maintenance, installation, or removal of Equipment 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, inks and/or paper;
(viii) performance of services necessitated by accident, disaster including effects of water, wind, lightning, terrorism, or negligence;
(ix) performance of services necessitated by the introduction of a computer virus or other bug into the Equipment or Software;
(x) the use of paper or forms not in compliance with CSA's or the manufacturers specifications;
(xi) performance of service necessitated by any modification, alteration or any other change whatsoever of Customer's computer system into which the Equipment is integrated or otherwise connected;
(xii) services connected to 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;
(xiii) 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;
(xiv) use of improper, or inadequate use of or failure to use, supplies;
(xv) Maintenance or repair services performed by Customer or a third party without written authorization from CSA;
(xvi) pre or post processing Equipment disconnected from the printing system to which it was originally installed unless previously authorized in writing by CSA, or;
(xvii) data security, hard drive removal.

b) If, in CSA's sole opinion, Equipment has been rendered unrepairable, then CSA may refuse to render Maintenance under the Agreement and may terminate the Agreement as to such units of Equipment. If repairs or replacements as set forth above are needed due to reasons listed above, CSA's prices to provide any repair or replacement shall be invoiced in in accordance with CSA's then current labor, parts, and supply charges. All repairs will be governed by the terms of the Agreement; however, CSA reserves the right to decline to perform such services.

c) CSA may withdraw any item of Equipment or Software from Maintenance coverage (i) if such Equipment or Software has been removed from CSA's servicing area or (ii) if CSA declares end of life for such Equipment or Software, and then only with at least ninety (90) days prior written notice. Customer may terminate Maintenance in any renewal term upon ninety (90) days prior written notice. Customer shall pay monthly service charges up to the date of termination.

1.3 ORDERING OF SUPPLIES AND OTHER MATERIALS.

Customer orders for supplies, staples, field replaceable units, consumables, expendables or any other materials normally purchased by Customers (a) must include a valid Customer purchase order number; (b) are shipped to Customer FOB destination; and (c) are subject to a twenty percent (20%) 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), Customer shall provide CSA with the carrier's name and Customer's account number so that delivery charges will be incurred directly by Customer. "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

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to the actual delivery charges. Claims for defective items, item shortages and invoice discrepancies as well as notification of both lost shipments and in transit damage to items (not otherwise accepted by Customer) must be provided to CSA within ten (10) days of the earlier of (i) receipt of the item or (ii) the invoice date (whichever is applicable).

1.4 SOFTWARE SUPPORT; MODIFICATIONS.

CSA will use reasonable efforts to correct reproducible errors in any current, unaltered release of Software caused by a defect or malfunction which prevents Customer from operating the Software in a manner consistent with CSA's then current published specifications. CSA, in its sole discretion, shall choose the method to correct or replace the Software. These methods may include, but are not limited to, telephone, remote and on-site support.

1.5 SOFTWARE REVISIONS.

CSA will make Software revisions available at no charge for Software deemed by CSA as "current" release versions to Customers covered under an active CSA software Maintenance contract. Software revisions shall be defined as enhancements, modifications, updates, and improvements to the Software that CSA classifies as dot releases, meaning the Software revision code changes only in the fractional portion of the program level (i.e. v1.20 >v1.25> v1.41, etc.) ("Dot Release"). New functionality may be available with Dot Releases and will be offered to Customers at an additional cost. Installation of Dot Releases may, at CSA's sole discretion, be chargeable at CSA's then current hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. In addition, the cost of any server hardware modifications/upgrades required to run the Dot Releases are the Customer's sole responsibility.

1.6 NEW SOFTWARE RELEASES.

CSA will make "new" Software releases available to Customers covered under an active CSA software Maintenance contract at an additional cost. New Software releases are defined as those enhancements, modifications, updates, new functionality and improvements that CSA classifies as a "version release", meaning the whole number portion of the Software version changes (i.e. v1. xx >v2.xx>v3.xx etc.) ("Version Release"). Installation of Version Releases may, at CSA's sole discretion, be chargeable at CSA's then current hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. In addition, the cost of any server hardware modifications/upgrades required to run the Version Release are the Customer's sole responsibility. CSA will provide support services for (a) the latest Software Version Release (e.g.v5) following the date it is made generally available and (b) for the immediately prior Version Release (e.g. v4) during the twelve (12) month period following the date the latest Software Version Release (v5) is generally available. Software support shall terminate if CSA declares end of life for such Software, and then only with at least ninety (90) days prior written notice.

1.7 ITEMS NOT COVERED UNDER SOFTWARE SUPPORT. Support does not include:

a. administration of servers or database products;
b. support of Software installed on equipment using "beta" or operating systems not supported by CSA;
c. resolution of network errors not directly related to Software;
d. installation, setup or support of third-party products not supported by CSA or software not acquired from CSA: or
e. updates, upgrades and new releases or versions of third-party products sold with or used in conjunction with CSA Software.

1.8 CUSTOMER SOFTWARE RESPONSIBILITIES.

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

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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. Purchase and administration of anti-virus software is Customer's responsibility. Assistance for installing and maintaining anti-virus software is outside the scope of standard support but is available from CSA as a billable service upon request.

1.9 SOFTWARE HELP DESK SUPPORT (not applicable to CSA products under 7x24 service coverage)

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

a. CSA provides Remote Help Desk Support via telephone, to access CSA 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 8:30AM to 8:00PM ET, excluding CSA holidays. By purchasing Remote Support, Customer has unlimited access to the help desk.
b. CSA will provide Remote Support 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.

1.10 SOFTWARE LICENSE

a. CSA grants Customer a personal, non-exclusive, non-transferable, limited license to use the Software (in compiled object code form) in the United States solely for its internal use and to use the documentation in support of Customer's authorized use of the Software for the time period set forth in the Order Schedule or, if no time period is set forth in the Order Schedule, until the Agreement is terminated in accordance with its terms or until Customer ceases using Software with the Equipment. In addition to the Software, the Equipment identified in the Order Schedule may contain other software that is used in connection with the maintenance of the Equipment (the "Maintenance Software"). Customer hereby acknowledges and agrees that the Maintenance Software has been installed for the sole purpose of use by a field engineer or technician authorized in writing by CSA to maintain the Equipment. Customer is not granted, whether by license or otherwise, any right to access or use the Maintenance Software for any purpose whatsoever, all rights to which are hereby expressly reserved by CSA. Any access or use of the Maintenance Software or any part thereof by Customer or any other person, including any person who purchases the Equipment from the Customer, is strictly prohibited. The Software license granted hereunder may not be assigned by Customer without the written consent of CSA and the payment of an additional license fee by the assignee (or subsequent licensee). No such additional license fee shall be due for Software embedded in the Equipment in the form of firmware.

b. Software, including all results, information, ideas, data and products of any services provided by CSA (excluding Customer's data throughput) shall be the sole property of CSA or its suppliers and shall be regarded by Customer as Confidential Information of CSA. Customer shall not sell, transfer or otherwise make available the Software or documentation to any third party and shall secure and protect them 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. Customer may disclose the Software and documentation to its employees (including contractors and temporary help) only to the extent (a) such disclosure is necessary to enable Customer to use the Software within the scope of the license granted herein and (b) any such parties agree that the Software is CSA's confidential information and agree to protect the Software pursuant to the terms set forth herein. Customer may make one copy of the Software in machine readable form for backup and archival purposes as may be necessary to support Customer's internal use of the Software with the Equipment on which use is licensed. Customer shall not modify, use other than for

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purposes of the Agreement, reverse engineer, disassemble or decompile any Software in whole or in part. All Software is a "commercial component," as this term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. §252.227-7014(a)(1) and 48 C.F.R. §252.227-7014(a)(5), respectively, and used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable and all as amended from time to time. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire Software only with those rights set forth in the Agreement.

2.0 EDUCATIONAL SERVICES SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES EDUCATIONAL SERVICES, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.

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 holidays - 8:30 AM to 5:00 PM local time) unless Customer purchases after hour on-site training at additional cost. Training may take place at a 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) Standard CSA rates apply. CSA 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/Rescheduling. (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

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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, and 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.

3.0 EASYPAC II PROGRAM SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES EASYPAC II, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.

a) DEFINITIONS.
- "Excess Charges" means charges in excess of the SmartClick Allowance.
- "Program" means the EasyPac II TDS Black Toner/ PlotWave Black Toner/ ColorWave Toner Pearls Carton Program, identified as "EasyPacII" in the "Contract Type" section on an Order Schedule when applicable.
- "Scheduled Supplies" means: in connection with PlotWave® Equipment, the fixed amount of black toner to which Customer is entitled as set forth in the Agreement(s) and/or an Order Schedule
- "Supplies" means: (i) for PlotWave Equipment, Black Toner; (ii) for ColorWave Equipment, TonerPearls® cartons.
- "Supplies Entitlement" means: in connection with the ColorWave Equipment, the amount of TonerPearls cartons to which Customer is entitled as set forth in the Agreement(s) and/or an Order Schedule
- "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.

b) SUPPLIES PROGRAM. So long as Customer is not in default, the Program entitles Customer to the fixed amount of genuine Supplies set forth in the applicable Order Schedule, on a scheduled or entitlement basis. When applicable, the Supplies Entitlement included shall be identified in the "Ink or Toner Entitlement" Section of an Order Schedule. Scheduled Supplies for PlotWave models will be shipped directly to the Ship to address set forth in the Order Schedule during the term of such Order Schedule. Supplies for the ColorWave models will be shipped pursuant to Customer's order and subject to the Supplies Entitlement during the term of the applicable Order Schedule. Supplies may be used solely with the Equipment set forth on the Order Schedule(s). Any additional Supplies that are required beyond the Scheduled Supplies or Supplies Entitlement can be ordered directly from CSA at an additional cost to Customer.

c) SUPPLIES SHIPMENT. For PlotWave Equipment and provided Customer is not in default: Supplies shipments will be automatically shipped and will continue for the full term of the applicable Order Schedule, without Customer's request or without requiring any documentation or order confirmation from Customer. For PlotWave Equipment, one unit of Supplies is equal to one carton of Black Toner. Changes to this shipment schedule are valid only upon execution of a new amendment to the applicable Order Schedule. CSA will ship only on the periodic shipment schedule dates. CSA will not accelerate or expedite shipments unless otherwise approved by CSA. For ColorWave Equipment and provided

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Customer is not in default: Supplies will only be shipped once an order has been placed by Customer. For ColorWave Equipment, one unit of Supplies is equal to one TonerPearls cartons.

d) PRICING. For PlotWave Equipment: CSA will ship the Scheduled Supplies for the term of the applicable Order Schedule. Additional amounts of Supplies may be required by Customer for excess print volumes or applications based on Customer's actual usage. Customer is responsible for ordering and paying for Supplies in excess of the Scheduled Supplies. Should Customer require additional Supplies beyond the Scheduled Supplies, CSA will ship such additional quantities to Customer upon acceptance of Customer's purchase order for such additional Supplies. Customer will be invoiced separately for such additional orders over Scheduled Supplies and agrees to pay for such additional quantities. CSA reserves the right to refuse shipment of additional Supplies. This Program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.

e) For Colorwave Equipment – SmartClick Plan: This is a fixed supplies quantity contract. Customer is responsible for ordering Supplies as needed during the term of the applicable Order Schedule. If additional Supplies are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. The cost to Customer for such additional Supplies is included in the excess SmartClick Charge. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer's consumption and subject to CSA's approval, which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included. The Minimum Periodic Payment and Excess SmartClick Charges may both include a charge for toner.

f) TERM. The term of the Program shall be conterminous with that of the applicable Order Schedule.

g) MISCELLANEOUS. CSA may refuse shipment of Supplies if Customer is not current on payments or is in default for any other reason. Customer may order Supplies under the Program solely for its own internal use and not for resale. CSA may refuse shipment in the event that it reasonably believes Supplies are not being used for Customer's internal use. Returns of Supplies are only permitted for Supplies defects. A CSA Return Materials Authorization (RMA) is required prior to any return.

4.0 OPTIMIZE.IT PROGRAM SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES OPTIMIZE.IT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.

a) DEFINITIONS.

"Optimize.IT Program" means the Optimize.IT PlotWave Black Toner/ ColorWave Toner Pearls Carton Program.

"Scheduled Supplies" means: in connection with PlotWave® Equipment, the fixed amount of CSA Black Toner to which Customer is entitled as set forth in the Agreement(s) and/or an applicable Order Schedule.

"Supplies" means: (i) for PlotWave® Equipment, Black Toner and developer; (ii) for ColorWave Equipment, TonerPearls® cartons.

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"Supplies Entitlement" means: in connection with ColorWave Equipment, the amount of TonerPearls Cartons to which Customer is entitled as set forth in the applicable Order Schedule.

"Allowance" means: in connection with the PlotWave® / ColorWave Equipment, the square footage included in each Excess Per Image Charge billing period on the applicable Order Schedule.

b) OPTIMIZE.IT PROGRAM. So long as Customer is not in default, this Supplies program entitles Customer to the fixed amount of genuine Canon Supplies as set forth in an applicable Order Schedule, on a scheduled or entitlement basis, during the term of the Agreement. When applicable, the Supplies Entitlement included shall be identified in the "Ink or Toner Entitlement" Section of an Order Schedule. Scheduled Supplies for PlotWave Equipment will be shipped to the ship to address set forth in the Agreement on a scheduled basis during the term of the Agreement. Supplies for ColorWave Equipment will be shipped pursuant to Customer's order and subject to the Supplies Entitlement during the term of the Agreement. Changes to this Supplies program are valid only upon execution of a new OPTIMIZE.IT Program amendment.

c) SUPPLIES SHIPMENT.

(i) For PlotWave Equipment, and provided Customer is not in default: Supplies shipments will be automatically shipped and will continue for the full term of the Agreement, without Customer's request or without requiring any documentation or order confirmation from Customer. For PlotWave Equipment, one unit of supplies is equal to one carton of Black Toner. CSA will ship only on the periodic shipment schedule dates. CSA will not accelerate or expedite shipments unless otherwise approved by CSA. If additional Supplies are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. The cost to Customer for such additional Supplies is included in the Excess Meter Charge. The Minimum Periodic Payment and Excess Usage Charges may both include a charge for toner. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer's consumption and subject to CSA's approval, which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This Supplies program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.

(ii) For ColorWave Equipment – SmartClick Plan: Customer is responsible for ordering Supplies as needed during the term of the Agreement. If additional Supplies over the fixed contract quantity are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. The cost to Customer for such additional Supplies is included in the Excess SmartClick Charge. The minimum periodic payment and excess SmartClick charges may both include a charge for toner. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer's consumption and subject to CSA's approval, which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This Supplies program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.

(iii) For ColorWave Equipment – Square Foot Plan: Customer is responsible for ordering Supplies as needed during the term of the Agreement. If additional Supplies are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. Customer will be invoiced separately for

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such additional orders over the fixed contract quantity and agrees to pay for such additional quantities. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer's consumption and subject to CSA's approval, which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This Supplies program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.

d) EXCESS CHARGES. CSA shall periodically invoice Excess Usage Charges and other usage fees ("Service Charges"). In the event that the periodic Allowance is not achieved (the actual net usage for the period is less than the Allowance for the period), fifty percent (50%) of the unutilized Allowance will be carried forward to the next periodic Allowance.

e) TERM. The term of the Optimize.IT Program shall be coterminous with the term of the applicable Lease.

f) MISCELLANEOUS. Customers will be charged for all shipping and handling charges associated with expedited shipments, emergency shipments, and special delivery of any order(s) for Supplies. Damaged or short toner or TonerPearls cartons must be noted on the carrier copy of the delivery receipt and reported to Imaging Supplies Customer Service within three (3) business days of delivery in order to obtain credit. Customer is responsible for freight charges associated with returned toner or TonerPearls cartons due to Customer error. Customer must obtain a return Authorization number from Imaging Supplies Customer Service before returning any Supplies. Supplies shipped under the Agreement are for Customer's use only on equipment and may not be resold, traded or otherwise transferred to any third party without the prior written consent of CSA. CSA reserves the right not to ship product for any reason.

5.0 ARIZONA MODELS SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES ARIZONA SERIES EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.

a) If Customer has purchased Maintenance and such Maintenance is marked on the Order Schedule, Customer may terminate Maintenance upon ninety (90) days prior written notice to CSA. If Customer provides such notice of its intent to terminate, Customer shall be responsible for Maintenance charges, if any, for the period defined on the Order Schedule until the effective date of termination.

b) The following consumable items for the Arizona Series are excluded from Maintenance and the warranty:

(i) Printheads (unless otherwise set forth on the Order Schedule)
(ii) Table Vacuum Overlays
(iii) UV Lamps & Lamp Filters
(iv) Ink Filters
(v) Printheads (unless otherwise set forth on the Order Schedule)
(vi) Table Vacuum Overlays
(vii) UV Lamps & Lamp Filters
(viii) Ink Filters

6.0 ARIZONA PREMIA CLASS FIELD RECONDITIONED EQUIPMENT SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES ARIZONA PREMIA CLASS FIELD RECONDITIONED EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.

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a) Products shipped hereunder, unless otherwise specifically set forth in the Order Schedule may, in CSA's sole discretion, be New/Newly Manufactured, Factory Produced New Model, Like New, Remanufactured, Refurbished, Used or Field Reconditioned. "Field Reconditioned" means Equipment previously used by a CSA customer that has been de-installed, bagged, and crated by CSA service technicians and installed at Customer's site, where the Equipment is tested to ensure full functionality and reliability to specifications by CSA service technicians for print quality. This process involves the installation of new parts and may also include the installation of used parts at CSA's discretion. Field Reconditioned Equipment may have ink stains, dents, and printhead nozzles that do not function.

b) With respect to Field Reconditioned Equipment, the warranty period for printheads shall be for a period of six (6) months from the date of equipment installation. The warranty set forth herein applies only to New/Newly Manufactured, Factory Produced New Models, Remanufactured, Refurbished Equipment or Field Reconditioned and is conditioned upon Customer giving prompt notice to CSA of any discovered defects; with respect to Field Reconditioned Equipment, determination of defective printhead is at the sole discretion of CSA Service Technician.

7.0 COLORADO MODELS SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES COLORADO SERIES EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.

a) The following consumable items for the Colorado are excluded from the warranty and/or maintenance set forth in the Agreement:

   (i) Colorado 16xx Knife
   (ii) Take Up Spindle
   (iii) Unwind Spindle
   (iv) Printhead(s)

b) PRINTHEAD INCLUDED CONTRACTS. If the Customer chooses the Printhead Included contract, the replacing of the printheads will be consistent with the current procedures for the replacement of the other parts within the Colorado. A call must be placed by the Customer to CSA's Customer Service Center and the technician will reach out to the Customer to discuss the issues and determine if there is a critical failure with the suspected head(s). If CSA determined that there is a hard code failure and the machine can no longer calibrate at 430 square feet per hour on CSA's calibration material due to misdirected of blocked nozzles, the technician will order the print head in advance and will schedule it to arrive the following business day. If the technician has the part in stock, they will schedule a visit based on priority of calls. If CSA determines during the troubleshooting of the printer that the root cause of the printhead failure is a result of Customer actions, it will be the Customer's responsibility to purchase a printhead. Once the printhead is on site, the Customer can place a service call and the Service Technician will respond and install the replacement printhead. Some but not all examples of customer related failures are head strikes (which include damage caused by media), running expired inks, improper printhead maintenance, and incorrectly calibrating media.

8.0 COLORADO EZ PRINT PROGRAM SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES THE COLORADO EZ PRINT PROGRAM, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.

a) Technology Upgrade. For any lease program that is 48 months or longer, Customer will have the option to upgrade to an updated version of Equipment, on any regularly-scheduled Lease Payment date commencing with twelve (12) or less months remaining in the lease contract, subject to sixty (60) days prior written notice to CSA. Customer shall return any and all Equipment to CSA as required to facilitate the Technology Upgrade and will do so in accordance with the terms and conditions of the Agreement.

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b) Service and Supplies. Equipment Service, ink, and print heads are included in the program at no additional charge. Unused Printheads and Inks are the property of CSA and will be returned at the end of the Agreement. Supplies do not include Air Filters, Integrated Knife Assembly, Maintenance Trays, Feed Media Shaft and Take-Up Media Shaft.

c) Supplies shall be ordered by Customer when needed, and CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon the Equipment's consumption as indicated through the ORS Software and subject to CSA's approval, which shall not be unreasonably withheld. Supplies can only be used for the Equipment listed on the Order Schedule, and CSA may refuse shipment in the event that CSA reasonably believes Supplies are not being used solely in the Colorado Equipment set forth on the Order Schedule. This Supplies program does not include media (paper/film/vellum). 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.

d) In the event that the periodic Allowance is not achieved (the actual net usage for the period is less than the Allowance for the period), one hundred percent (100%) of the unutilized Allowance will be carried forward to the next periodic Allowance.

e) Replacement of Print Heads during the term of this program shall solely be determined by CSA and, or a CSA authorized service technician.

f) ORS Software Requirement. The Equipment contains ORS software that allows CSA to access the Equipment remotely ("Remote Software"). Customer authorizes CSA 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 CSA's own purposes related to servicing the Equipment and for product improvement.

9.0 COLORWAVE TONER BUNDLE PROGRAM SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES THE COLORWAVE TONER BUNDLE PROGRAM, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.

a) Definitions
- "ColorWave Program" means the ColorWave® Equipment Toner Pearls Cartridge Supplies Program, which shall be identified as "Toner Bundle" in the Contract Type section of an Order Schedule when applicable.
- "Supplies" means TonerPearls® cartridges.
- "Supplies Entitlement" means the number of units of TonerPearls cartridges to which Customer is entitled as set forth in the Order Schedule.

b) ColorWave Program. So long as Customer is not in default, the ColorWave Program entitles Customer to the fixed amount of genuine Supplies set forth in the Order Schedule on an entitlement basis. When applicable, the Supplies Entitlement included shall be identified in the "Ink or Toner Entitlement" Section of an Order Schedule. Supplies may be used solely with the ColorWave Equipment set forth on the Order Schedule Supplies will be shipped pursuant to Customer's order and subject to the Supplies Entitlement during the term of the Agreement. Any additional Supplies that are required beyond the Supplies Entitlement can be ordered directly from CSA at additional cost to Customer.

c) Pricing. This is a fixed supplies quantity contract. Customer is responsible for ordering Supplies as needed during the term of the Agreement. If additional Supplies are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. Should Customer require additional supplies beyond the contracted quantities, CSA will ship such additional quantities to Customer upon acceptance of Customer's purchase order for such additional Supplies. Customer will be invoiced separately for such additional

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orders over the fixed contract quantity and agrees to pay for such additional quantities. CSA reserves the right to refuse shipment of additional Supplies. This program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.

d) Term. The ColorWave Program shall be automatically renewed for successive one (1) year terms at CSA's then current charges, for a *pro rata* amount of the Supplies Entitlement based on the Supplies Entitlement for the initial term and under the terms and conditions of the Agreement 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 that the Supplies covered under the Agreement will no longer be available for any subsequent renewal terms. Customer may terminate this Program in any renewal term upon ninety (90) days prior written notice. For prepaid agreements, CSA will refund or credit the pro rata price of the remaining term.

e) Miscellaneous. CSA may refuse shipment of Supplies if Customer is not current on payments or is in default for any other reason. Customer may order Supplies under the Agreement via Order Schedule and/or amendment solely for its own internal use and not for resale. CSA may refuse shipment in the event that CSA reasonably believes Supplies are not being used for the internal use of the Customer or Customer's end user or if CSA reasonably believes Supplies are not being used solely with the ColorWave Equipment set forth on the Order Schedule.

f) Returns. Returns of Supplies are only permitted for Supplies defects. A CSA Return Materials Authorization ("RMA") is required prior to any return.

10.0 PROCUT EQUIPMENT SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES PROCUT EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.

a. Definitions:

- "Base Machine" means each model of the following: ProCut Table, Conveyor System, Roll-off Unit, Vacuum Generator, Automatic Router Bit Changer (ARC), ICC Camera, Integrated Tool Initialization Tool (ITI) and PC stand.
- "Consumable Parts" means cutting blades, knives, router bits, cutting underlays, scoring wheels and conveyor belts.
- "ProCut Equipment" means the following: Base Machine, the modules and tool inserts set forth herein and Consumable Parts.
- "Preventative Maintenance" means testing, adjusting, cleaning and replacement of components scheduled in accordance with the ProCut Equipment service specifications.
- "Service" means the repair and/or replacement of parts that are determined by CSA to contain manufacturing defects in order to keep the ProCut Equipment in good working order per manufacturer's written specifications provided that repairs can be performed in the field.

b) WARRANTY. CSA shall provide the limited warranty set forth in the General Terms for the term of the warranty as set forth below

c) TERM and EXCLUSIONS. The terms set forth in this Section 10.0 (c) shall apply solely to the ProCut Equipment. The warranty period for the Base Machine shall be twenty-four (24) months from the date of installation, and the warranty period for modules and tool inserts (as identified below) set forth in any Order Schedule shall be six (6) months from the date of installation. During the applicable warranty period for the ProCut Equipment, CSA shall provide Service for the ProCut Equipment. CSA shall provide such Service during its normal business hours, at no charge, as determined to be necessary upon inspection by an authorized CSA Service Representative. CSA is not obligated by this warranty to perform repairs or parts replacement for defects or damage resulting in whole or part from (i)

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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. Preventative Maintenance and the replacement of Consumable Parts are not covered by this warranty. Ground freight charges for parts covered by warranty are included. Expedited shipping charges of such warranty parts are excluded and will be invoiced to Customer separately. Service may be provided by CSA or a third party subcontracted by CSA.

The six (6) month warranty period noted above only applies to modules & tool inserts with the following descriptions/purposes:

Routing Modules
Universal Module
Driven Rotary Tool
Oscillating Cutting Tools
Milling Spindles
Creasing Tools
Kiss-Cutting Tool
V-Cut Tool
Universal Drawing Tool with pen
Universal Cutting Tool

d) POST-WARRANTY PROCUT EQUIPMENT SERVICE. Upon expiration of the warranty period set forth herein, Customer may purchase Maintenance from CSA for the Base Machine by signing CSA's then-current Maintenance Agreement. Post-warranty Service is not available from CSA for the modules and tool inserts set forth above.

11.0 TC4 SCANNER MODEL TERMS SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES TC4 SCANNER EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.

The following consumable items for the TC4 Scanner are excluded from Maintenance and the warranty set forth in the Agreement:

Consumable Item	Item Number
Lamp	1060023824
Glass Plate	2954987
Reference Plate	1060010241
Ref Plate Thick Original	1060050272
44" Basic Calibration Sheet	1060021389

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CANON SOLUTIONS AMERICA, INC.

RIDER G

MASTER LEASE TERMS

CFS -1133H (07/20)

CANON FINANCIAL SERVICES, INC.
14904 Collections Center Dr.
Chicago, Illinois 60693
(800) 220-0200

THESE MASTER LEASE TERMS (the "Lease Terms") apply to any schedule incorporating these Lease Terms by reference whether designated as a "Lease Schedule- Itemized," a "Lease Schedule - Blended" or otherwise (in any case, a "Lease Schedule") entered into by and between Canon Financial Services, Inc. ("CFS") and the customer identified in such Lease Schedule ("Customer) from time to time for the lease or rental, as applicable, to Customer of the Equipment (as defined below) supplied by Canon Solutions America, Inc. ("CSA") and described in such Lease Schedule. Each Lease Schedule referring to these Lease Terms will constitute a separate agreement for the lease of the equipment described therein and shall incorporate these Lease Terms.

1. AGREEMENT: CFS leases to Customer and Customer leases from CFS all the equipment described in any Lease Schedule signed by Customer and accepted by CFS, together with all replacement parts and substitutions for and additions to such equipment (the "Equipment"), and licenses of software, if applicable, ("Listed Software") with such Equipment and Listed Software collectively referred to as (the "Listed Items"), upon the Lease Terms.

2. TERM OF SCHEDULE: Each Lease Schedule shall be effective on the date the Equipment is delivered to Customer, provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. Any such acceptance is irrevocable. If Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of any non-acceptance, specifying the reasons therefor and specifically referencing the relevant Lease Schedule, Customer shall be deemed to have irrevocably accepted such Equipment. The term of each Lease Schedule begins on the date accepted by CFS or any later date that CFS designates, and shall consist of the payment period specified on such Lease Schedule and any renewal periods. After acceptance of the Equipment covered by any Lease Schedule, Customer shall have no right to revoke such acceptance or cancel such Lease Schedule during the term indicated thereon. The term of any Lease Schedule shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer under such Lease Schedule have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof, or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms thereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of any Lease Schedule for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term. As between CFS and Customer only, these Lease Terms shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order.

3. PAYMENTS: Customer agrees to pay to CFS, as invoiced, during the term of each Lease Schedule, (a) the lease or rental payments specified on the respective Lease Schedule, and (b) such other amounts permitted thereunder or in these Lease Terms as invoiced by CFS ("Payments"). The amount of each Payment and the End of Term Purchase Option specified on each Lease Schedule ("Purchase Option") are based on CSA's best estimate of the cost of the Equipment and any related services and supplies, including any sales and use tax. Customer authorizes CFS to adjust such Payments and Purchase Option prices by up to fifteen percent (15%) if the actual total cost of the Equipment and any related services and supplies, including any sales or use tax, is more or less than originally estimated. If a Lease Schedule indicates a "Standard" Price Plan, CSA has the right to increase both (i) the portion of the Monthly Base Charge related to copy charges and (ii) the Per Image Charge on each anniversary of the Commencement Date in an amount not to exceed fifteen percent (15%) of such charges which were in effect immediately prior to such price increase. **Customer agrees to advise CSA of the meter readings for the Equipment upon request**. Customer shall remit all Payments hereunder directly to CFS at 14904 Collections Center Drive, Chicago, Illinois 60693, unless otherwise directed by CFS. Customer's obligation to pay all amounts due under a Lease Schedule or these Lease Terms and all other obligations thereunder and hereunder is absolute and unconditional and is not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever. If Customer fails to pay any sum to be paid by Customer to CFS under any Lease Schedule on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars ($25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies under any Lease Schedule or in enforcing any of the Lease Terms or any Lease Schedule, including without limitation reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. Customer agrees that CFS may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder. In no event shall any amount paid in advance earn interest except where required by applicable law.

4. NO CFS WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED OR RENTED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS

FOR A PARTICULAR PURPOSE. So long as Customer is not in breach or default of any Lease Schedule, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY LEASE TERM OR ANY LEASE SCHEDULE, OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASE TERMS, ANY LEASE SCHEDULE, OR THE EQUIPMENT, ON BEHALF OF CFS.

5. USE; LOCATION; LIENS; PERSONAL PROPERTY; FINANCING STATEMENTS: Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer shall not move the Equipment from the location specified on the applicable Lease Schedule except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth in the respective Lease Schedule), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or jurisdiction of organization).

6. INDEMNITY: Customer shall indemnify and defend CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, injuries, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) caused by the Equipment, including, without limitation, arising from or related to the storage, transmission or destruction of Data. This Section shall survive termination of any and all Lease Schedules.

7. MAINTENANCE: Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions for and to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the Lease Terms. If a Lease Schedule includes payments for service and supplies, CSA is responsible for providing the service and supplies described in the Lease Schedule in accordance with CSA's terms and conditions, of which Customer acknowledges receipt. Unless otherwise indicated on a Lease Schedule, Customer authorizes CSA to use the imageWARE Remote feature of the Equipment to receive software updates and transmit use and service data accumulated by the Equipment over Customer's network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement. Customer acknowledges that the charges set forth on the Lease Schedule are contingent on the continued use of imageWARE Remote during the term. If Customer at any time disconnects, disables or denies access to this feature, CSA may increase the charges for such items by 5% for any subsequent billing period in which such feature remains non-operational. If CSA does not receive timely meter readings from Customer, Customer shall pay invoices that reflect CSA's estimates of meter readings. CSA or CFS may verify the accuracy of any meter readings from time to time and invoice Customer for any shortfall in the next invoice. Customer shall use reasonable care in handling and operation of the Equipment. CSA shall have the right to substitute equivalent Equipment at any time during the term of a Lease Schedule in connection with any replacement of the Equipment by CSA. Customer acknowledges that CFS will not be responsible for any service, repairs, or maintenance of the Equipment, whether provided for in the Lease Terms, the applicable Lease Schedule, or in any other agreement between CSA and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under the applicable Lease Schedule without deducting or withholding any amounts.

8. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses, or charges, as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses, and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed $50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer and that the payment of such taxes is an administrative act. For each Lease Schedule commenced incorporating these Lease Terms, Customer shall pay to CFS a documentation fee in the amount of $85.

9. LOSS; DAMAGE; INSURANCE: Customer shall bear the entire risk of loss, theft or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under the Lease Terms or any Lease Schedule. In the event of damage to any item of Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the

same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the Lease Terms), or (b) pay CFS the Remaining Lease Balance. Customer, at its sole cost and expense, shall, during the term hereof obtain and maintain property and liability insurance in form, amount, and with companies satisfactory to CFS. Each policy of insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days written notice before the policy in question shall be materially altered or canceled. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the Remaining Lease Balance on the applicable Lease Schedule. The "Remaining Lease Balance" shall be the sum of: (i) all Payments then owed and outstanding; (ii) the present value of all remaining Payments; (iii) the Purchase Option price of the Listed Items indicated on the Lease Schedule plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value under any Lease Schedule, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If Customer fails to provide proof of insurance, CFS may, but is not required to obtain insurance covering CFS' interests, and charge the Customer for the costs of such insurance, and an administrative fee. CFS and any of its affiliates may make a profit on the foregoing.

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

11. REMEDIES: Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) require Customer to immediately pay all unpaid Payments under any Lease Schedule (whether or not then due) and other amounts due under any and all Lease Schedules, with CFS retaining title to the Equipment; (b) to terminate any and all Lease Schedules with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and (i) retain such Equipment and all Payments and other sums paid under all Lease Schedules, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (A) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (B) shall have no duty to prepare or process the Equipment prior to sale; (C) may disclaim warranties of title, possession, quiet enjoyment and the like; and (D) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under the applicable Lease Schedule. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

12. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE ANY LEASE SCHEDULE IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer any Lease Schedule. Customer agrees that if CFS transfers any Lease Schedule, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

13. RENEWAL; RETURN: Except in the case of a Lease Schedule containing a $1.00 Purchase Option, each Lease Schedule automatically renews under the same terms and conditions on a month-to-month basis if Customer fails to give CFS 60 days' prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless a Lease Schedule automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Lease Schedule terminates in good operating condition, ordinary wear and tear resulting from proper use excepted, at Customer's sole cost and expense to a location specified by CFS, and shall reimburse CFS for any costs incurred to place the Equipment in good operating condition. CFS may charge Customer a return fee equal to the greater of one Payment or $250 for the processing of returned Equipment.

14. PURCHASE OPTION: .A) END OF TERM PURCHASE OPTION. At the end of any term, Customer shall give CFS 60 days' irrevocable prior written notice (unless the Purchase Option is $1.00) that it will purchase all the Equipment at the Purchase Option plus any Costs. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon 60 days' irrevocable prior written notice, purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus Costs. "Fair Market Value" shall be CFS' retail price when Customer purchases the Equipment. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.

15. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is

not storing Data on behalf of Customer. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. The Equipment contains various security features that Customer may utilize in this regard. Customer should contact CSA for further information. CSA will work with you to provide information regarding your options and offer services to assist you. Please note that such services may result in additional charges. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of the Lease Terms or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, CSA and CFS applies, or could be construed to apply to Data.

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

17. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT EACH LEASE SCHEDULE IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A"), AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

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

19. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: EACH LEASE SCHEDULE SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER EACH LEASE SCHEDULE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION OF ANY LEASE SCHEDULE, AND CFS, BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS UNLESS CUSTOMER RESIDES IN A STATE IN WHICH A WAIVER OF A RIGHT TO A JURY TRIAL IS UNENFORCEABLE AS A MATTER OF THAT STATE'S PUBLIC POLICY.

20. MISCELLANEOUS: All notices required or permitted under the Lease Terms or any Lease Schedule shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in an applicable Lease Schedule, or at such other address as such party may designate in writing from time to time. Any notice deposited in the mail shall be effective after it has been received. If any affiliate of Customer shall execute any Lease Schedule, all obligations to be performed by Customer and all such Affiliates shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under each Lease Schedule shall survive the delivery and return of the respective Equipment. Any provision of the Lease Terms which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Lease Terms. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on a Lease Schedule including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, each Lease Schedule (incorporating the Lease Terms by reference) contains the entire arrangement between Customer and CFS with respect to such Lease Schedule and no modifications thereof shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept a facsimile or other electronic transmission of any Lease Schedule or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes. If the Lease Schedule references an existing master agreement between Customer and CFS (the "Existing Master CFS Lease") and to the extent applicable to the transactions contemplated by the Lease Schedule, then the terms of the Existing Master CFS Lease shall control over the Lease Terms for so long as the Existing Master CFS Lease remains in effect.

21. APPROVED AFFILIATES AND APPROVED SUBSIDIARIES: From time to time, affiliates and subsidiaries of Customer that meet CFS' credit underwriting standards then in effect (each, an "Approved Affiliate" or "Approved Subsidiary") may enter into Lease Schedules hereunder on the same terms and conditions as if each such Approved Affiliate or Approved Subsidiary was the Customer hereunder. Each of Customer and each Approved Affiliate or Approved Subsidiary shall be jointly and severally liable for the obligations under the Schedule(s) entered into by it pursuant to this Agreement.

22. FISCAL FUNDING (if applicable): This Section 22 shall only apply if "Fiscal Funding" is designated on the Lease Schedule. Customer warrants that it has funds available to pay Payments payable pursuant to the Lease Schedule until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of the term of Lease Schedule. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under the Lease Terms and any Lease Schedule. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with each Lease Schedule, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Lease Schedule; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under the Lease Schedule. In the event Customer returns the Equipment pursuant to the terms of the Lease Schedule, CFS shall retain all sums paid by Customer. Customer's Payment obligations under each Lease Schedule in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in the Lease Terms shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for each Lease Schedule and the Equipment.

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CANON SOLUTIONS AMERICA

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

MUNICIPAL FISCAL FUNDING ADDENDUM

Unified Lease Agreement # _____
CFS' Application Number: _____
CFS' Agreement Number: _____
Agreement Date: _____

GOVERNMENTAL ENTITY

Complete Legal Name: _____("Customer")

THIS MUNICIPAL FISCAL FUNDING ADDENDUM ("ADDENDUM") WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

Customer warrants that it has funds available to pay Payments payable pursuant to the Unified Lease Agreement (the "Agreement") between Customer and CSA until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to the Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to the Lessor for the Equipment, Customer may, upon prior written notice to CSA and the Lessor, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to the Lessor, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to the Lessor due thereafter, provided: (1) the Equipment is returned to the Lessor as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to the Lessor under this Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, the Lessor shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to CSA and the Lessor that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Customer by the following signatory has been duly taken and remains in full force and effect. Customer agrees that CSA and the Lessor may accept a facsimile or other electronic transmission of this Addendum as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

ACCEPTED

Canon Solutions America, Inc.	**Customer**
By: _____	By: _____
Title: _____	Name: _____
Date: _____	Title: _____

CONSUMER DISCLOSURE

From time to time, Canon Solutions America, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

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electronically from us.

How to contact Canon Solutions America, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: msinanian@csa.canon.com

To advise Canon Solutions America, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at msinanian@csa.canon.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Canon Solutions America, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to msinanian@csa.canon.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Canon Solutions America, Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to msinanian@csa.canon.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

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OMNIA PARTNERS EXHIBITS – EXHIBIT A RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Canon

CANON SOLUTIONS AMERICA

OMNIA Partners Exhibits – Exhibit A Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.
Acknowledged.

1.1 Requirement

The University of California (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), is requesting proposals for Print Goods and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("**Master Agreement**") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

Acknowledged.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)
B. Website
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing

B. Training sessions for Public Agency teams

C. Training sessions for Supplier teams

D. Regular business reviews to monitor program success

E. General contract administration

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $50 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

Acknowledged.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public

Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

Acknowledged.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

Acknowledged.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.
Acknowledged.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.
While Supplier will utilize OMNIA as its primary go to market strategy, in no event shall Supplier be liable for any fees to OMNIA in the event that a Supplier bid is awarded a contract with an entity not utilizing OMNIA pricing or the Master Agreement, nor shall such bid or award constitute a breach of this Agreement. "Go To Market Strategy" is limited to local governmental agencies and any extension of this strategy requires further discussion.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.
Canon CSA is unable to make this representation due to the specific requirements that exist in this proposal. We welcome further discussion to clarify any concerns and/or issues.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

Acknowledged.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

Acknowledged.

3.1 Company

A. Brief history and description of Supplier.

Canon Solutions America, Inc. ("CSA") is a wholly owned subsidiary of Canon U.S.A., Inc., a privately-owned subsidiary of Canon Inc., operating within the United States and part of the region called Canon Americas. CSA provides industry leading enterprise, production, and large format printing solutions, supported by exceptional professional service offerings. CSA helps companies of all sizes improve sustainability, increase efficiency, and control costs through high volume, continuous feed, digital and traditional printing, and document management solutions. Additionally, our Five Pillar Security strategy can help contribute to an organization's security posture with a comprehensive and in-depth approach to security.

CSA, a New York corporation, was incorporated in 1971. With nearly 50 years in the document management industry, CSA is staffed with highly skilled professionals to service and support the leading brand in the industry, Canon. With over 70 offices in most major metropolitan areas throughout the U.S., CSA continues to grow, providing sales, service, and support of Canon's document management technology. CSA continues to expand into cities where companies may benefit from working directly with a Canon U.S.A., Inc. sales subsidiary.

Canon Inc. is a $33.06 billion company that pursues global diversification with regional operations in the United States, Japan, Europe, Asia, Oceania, Middle East, and Africa. In our global structure, each region handles comprehensive sales and marketing duties. Throughout the group there are 195,056 employees and 376 research, sales, and manufacturing subsidiaries.

The high priority Canon places on its Global R&D effort is evident in its devotion of more than $2.8 billion in 2018. Canon's efforts in this area include a more regional focus in order to develop technologies that meet the specific demands encountered in the Americas, Europe, and Asia. Based upon the number of

registered U.S. patents filed by Canon, you can easily conclude that we have spent our Research & Development dollars effectively. In 2019, Canon Inc. ranked third overall in patents registered in the U.S. with a total of 3,548 patents.

In addition, national customers enjoy consistent best-in-class support for all their locations nationwide. A staff of product and software application experts is directly accessible to assist our customers with the continual task of streamlining workflow processes through innovative technology. We can help our customers to protect their workplace by expanding cybersecurity awareness for employees through our computer-based phishing simulation training solution. Furthermore, our cybersecurity partner professionals can offer consultation services for improving security frameworks, privacy regulation compliance, incident response, and virtual Chief Information Security Officer (CISO) subscription services.

As a testament to Canon's leading market position and innovative technology, Canon's office imaging products have won several prestigious Buyers Laboratory awards. BLI is the imaging industry's leading independent authority and provider of competitive intelligence, testing, and reviews on multifunction, copier, printer, scanner, and software solutions and products. In addition to BLI, Canon products are reviewed by several other esteemed independent organizations. When choosing Canon, you can be assured that you're partnering with a company that delivers outstanding technologies across a range of markets.

Given all the areas of support employed by CSA, it's easy to see why we position ourselves as a total secure information management solutions provider. Our diversified portfolio of solutions touches upon every point of the document lifecycle within an organization's workflow.

Brief History

1970-1980: What would become Canon Business Solutions began as four independently operating organizations marketing the Canon brand of office and production equipment in New York, Philadelphia, Chicago and Los Angeles.

1980-1999: Canon continued to set new industry standards for black-and-white, color and fax technology. By the end of the 1990s, all four independent sales companies had been purchased by Canon U.S.A. and comprised the foundation of the Canon subsidiary sales and service network.

2000-2010: Under the direction of Canon U.S.A., the four foundational offices changed their marketing to come under the banner Canon Business Solutions as a means to differentiate and showcase their offerings in the Canon family. Coinciding with the name change was a national expansion to many of the top metropolitan regions within the United States.

In 2003, the New York and Philadelphia subsidiary companies merged to combine their strengths and grow throughout the East Coast, while the Chicago office would serve as the foundation for the new Central region and Los Angeles the same for the new Western region.

By 2008, the three regions officially merged to form Canon Business Solutions, Inc., a wholly-owned subsidiary of Canon U.S.A., Inc. The combined strength and shared vision of the Canon Business Solutions company would better position Canon to meet the growing demands of customers locally, regionally and nationally with a streamlined organization of enhanced systems and processes to benefit all customers.

Canon Business Solutions opened more than 50 offices across the U.S., dedicated to the business customer and designed around a mindset of superior sales and service solutions.

2011-Present: In 2010, a Canon U.S.A. subsidiary acquired assets of North Carolina-based Tereck Office Solutions, Inc. as a means to continue to grow Canon Business Solutions offerings specifically in North and South Carolina and the surrounding areas. The subsidiary, Canon Business Solutions-Tereck, merged into Canon Business Solutions in 2011.

In 2008, assets of San Francisco-based Newcal Industries were acquired by a Canon U.S.A. subsidiary to grow the Western footprint of Canon Business Solutions, continuing Canon's vision to be the leading document and imaging sales and services organization in the United States. The subsidiary, Canon Business Solutions-Newcal was merged into Canon Business Solutions in 2012.

On January 1, 2013, Canon U.S.A. merged Océ North America into Canon Business Solutions to form one of the largest document and imaging business-to-business sales and service organizations in the world. The merged organization was renamed CSA.

B. Total number and location of sales persons employed by Supplier.

There are 806 sales persons located in over 70 offices throughout the Unites States employed by CSA.

C. Number and location of support centers (if applicable) and location of corporate office.

Our Solutions Support Help Desk, based in the below three locations, supports all our customers in the United States:

- 3000 Commerce Square Blvd., Burlington, NJ 08016 (MFD Solutions Support)
- 1800 Bruning Dr. West, Itasca, IL 60143 (Large Format Solutions Support)
- 5600 Broken Sound Blvd., Boca Raton, FL 33487 (Production Print Solutions Support)

CSA is headquartered at One Canon Park, Melville, NY 11747.

D. Annual sales for the three previous fiscal years.

CSA is the wholly owned subsidiary of Canon U.S.A., Inc. which in turn is the wholly owned subsidiary of Canon Inc., one of the world's most financially stable companies, with revenues of $33.06 billion in 2019. CSA is not a publicly held company and its financial information is consolidated with the finances of its ultimate parent company, Canon Inc. and provided as stated below.

For a view of Canon's financial results/annual reports, please use the following website links below:

Financial Results/Statements:
https://global.canon/en/ir/library/results.html

Annual Reports:
https://global.canon/en/ir/library/annual.html

E. Submit FEIN and Dunn & Bradstreet report.

CSA's FEIN is 13-2677004.

For a copy of CSA's Dun & Bradstreet Report, please see Section 2 this response.

F. Describe any green or environmental initiatives or policies.

CSA adheres to the spirit of our parent company's corporate philosophy of kyosei—all people, regardless of race, religion, or culture, harmoniously living and working together into the future. Canon takes an approach to business that is socially responsible and economically logical. Canon seeks to be a truly excellent global corporation. For our customers, we offer the best products possible. Simultaneously, we strive to improve our relationships with local communities and to increase our respect for the environment as we contribute to the prosperity of the world and the happiness of its people.

Our company's commitment and contribution to the environment and to the world community are an integral part of Canon's management structure, product design, manufacturing, and corporate culture. This commitment has inspired many special corporate programs at both the global and regional level.

Canon Group Environmental Charter

Canon considers environmental assurance activities to be of paramount importance in helping to address issues of global sustainability, particularly those of climate change and limited resources. In order to support such activities, Canon Inc. instituted the Canon Group Environmental Charter, which establishes overarching environmental commitments for the Canon Group. The Environmental Charter was implemented in the Canon Americas region as the Canon Americas Environmental Charter (the "Charter"). The goals of the Charter are to maximize resource efficiency from the dual approaches of environmental assurance and economic activities, consider product lifecycles, and clearly set forth environmental assurance activities for Canon Americas companies, of which CSA is one, to help meet these goals.

- **Corporate Philosophy: Kyosei** – Achieve corporate growth and development while contributing to the prosperity of the world and the happiness of humankind.
- **Environmental Assurance Philosophy** – Pursue maximization of resource efficiency and contribute to the creation of a society that practices sustainable development.
- **Fundamental Policies for Environmental Assurance** – Seek to harmonize environmental, economic, and social interests in all business activities, products, and services; offer products with lower environmental burden through innovative improvements in resource efficiency; and eliminate anti-social activities that threaten the health and safety of mankind and the environment.

Toner Cartridge Recycling

Canon explores methods to minimize the environmental burden of its products throughout their life-cycle and promote research and development, which contribute to environmental assurance. In 1990, Canon became the first company to collect and recycle used copier toner cartridges. With the cooperation of our customers, Canon has collected more than 378,000 tons around the world.

The goal of the Toner Cartridge Recycling Program is to achieve zero landfill waste by reusing parts, recycling materials, and employing energy recovery. Because these cartridges have components that can be re-used, the environmental benefits positively offset the negative effects of shipping to our recycling facility and then on to our manufacturing sites. Returned cartridges are sorted and put through the recycling and energy recovery process, producing plastics, metals, and reconditioned parts that can be used in the manufacture of new cartridges and other products.

The Canon Cartridge Return program is easily accessible at https://ereturn.usa.canon.com/. Here, using the machine's serial number, customers can print a UPS label for the return of cartridges or request a multiple-cartridge return box and it will be mailed.

Toner Container Recycling

To contribute to the goal of zero landfill waste, Canon is introducing a collection and recycling program for Canon plastic toner containers. Unlike Canon's all-in-one cartridges, these toner containers are made mainly of plastic material making local recycling and local energy recovery possible. Canon toner particles and plastic toner containers contain no hazardous materials and are therefore acceptable at local recycling and local energy recovery facilities.

To support local recycling and energy recovery, Canon has engraved a plastic resin code on each container. Canon toner particles and plastic toner containers are safe for local recycling and local energy recovery facilities.

In the case that Canon plastic toner containers cannot be recycled locally or sent to a local energy recovery facility, Canon asks that customers ship them to: Canon Toner Container Collection Center, 5980 Industrial Drive, Gloucester, VA 23061 at their own expense. Once received by our facility, Canon assumes the responsibility and cost for recycling to keep Canon toner containers from going into landfills. For more information, please visit:
https://www.usa.canon.com/internet/portal/us/home/about/environment-sustainability-initiatives/toner-cartridge-return-program

ENERGY STAR® Partnership

To help you save energy and money, while making a difference for the environment, Canon has partnered voluntarily with the EPA for more than 20 years to design products that meet the high standards of its ENERGY STAR® Program. This program promotes the development and introduction of energy-efficient products to combat climate change and other environmental issues.

As an ENERGY STAR® partner, Canon has approximately 200 certified products that incorporate advanced energy-efficient technologies, without compromising features or performance, such as energy saver mode, automatic duplex settings, and low sleep mode power consumption. ENERGY STAR® certified imaging equipment, printers, scanners, and all-in-one devices reduce the amount of fossil fuels burned to produce electricity, and cause fewer greenhouse gas emissions that harm the environment and contribute to global climate change. To learn more about Canon's ENERGY STAR® certified products, please visit ENERGYSTAR.gov.

Awards/Recognition

Canon has received multiple ENERGY STAR® Awards for protecting the environment through manufacturing energy-efficient products. Canon U.S.A., Inc. is a proud recipient of the United States Environmental Protection Agency's 2020 ENERGY STAR® Partner of the Year – Sustained Excellence Award. This marks the 5th consecutive year that Canon has earned an ENERGY STAR Partner of the Year Award, and the 3rd consecutive year that Canon has been honored for Sustained Excellence (2018, 2019, 2020) by the U.S. EPA. Canon U.S.A. has previously been recognized as Partner of the Year - Product Brand Owner Awards (2010, 2016, 2017, 2018, 2019) and received Excellence Awards for ENERGY STAR Promotion (2011) and Product Labeling (1996, 1997, 2001, 2002, 2003, 2005 and 2008). CSA is proud to support the ENERGY STAR® program by offering a wide range of imaging products designed to support our customers' environmental and sustainability initiatives.

EPEAT
Canon offers products that are registered in accordance with EPEAT for Imaging Equipment. EPEAT is a voluntary environmental rating program developed using a grant from the U.S. EPA and managed by the Green Electronics Council. This sustainability tool provides third-party verification of the environmental attributes of imaging equipment. EPEAT considers—among other things—absence of toxic substances, use of recycled and recyclable materials, design for recycling, product longevity, energy efficiency, corporate performance, and packaging. With EPEAT, customers are able to easily identify and select environmentally preferable products. Products are rated bronze, silver, or gold depending on the number of optional points claimed. To learn more about EPEAT and to find out which Canon products are registered, please visit https://www.usa.canon.com/epeat.

LEED® Certification
Canon U.S.A. is proud to have earned LEED® certification for three buildings: the Canon Americas Headquarters in Melville, N.Y. (which is also the headquarters for CSA), Canon's Distribution Center in Norcross, GA., and the Canon Experience Center in Costa Mesa, CA. The U.S. Green Building Council's LEED® green building program is the preeminent program for the design, construction, maintenance, and operations of high-performance green buildings including sustainable site development, water and energy efficiency, materials selection, and indoor environmental quality. Our company's commitment and contribution to the environment are an integral part of Canon's management structure, product design, manufacturing, and corporate culture. To learn more about LEED® certification, please visit https://www.usa.canon.com/internet/portal/us/home/about/environment-sustainability-initiatives/leed-certification.

ISO 14001 Certification
The Canon Americas Headquarters and more than 700 other Canon sites worldwide are certified to the ISO 14001 standard. The ISO 14001 standard is an internationally accepted specification for environmental management systems created by the International Organization for Standardization to help organizations minimize how their operations affect the environment and comply with related laws, regulations, and requirements.

This internationally recognized standard provides organizations with a framework for developing effective Environmental Management Systems (EMS). With its EMS, Canon U.S.A. can analyze environmental aspects associated with the company's operating activities, products, and services, in order to establish objectives and targets that reduce their negative environmental impacts. Once developed, all Canon Americas sites with a certified EMS are audited by a third party to guarantee continual conformance to the standard. Canon's EMS helps monitor and improve upon a number of areas that touch on the environment, such as energy efficiency, resource conservation, waste management, chemical control, and toner cartridge recycling. As a result, the EMS is fully incorporated into business operations.

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

At Canon, we believe that employees from different backgrounds bring different perspectives. That's why we constantly strive to improve our diversity and inclusiveness at all levels for demographic groups including, but not limited to, women, veterans and people with disabilities.

Veterans
At Canon, we do more than respect your service. We value it. We know the teamwork, leadership and real-world training that can be gained from a career in the armed forces.

That's why we're committed to all that have made sacrifices, including veterans, reserve personnel, and military spouses. Working side-by-side with the integrity and strong work ethic you bring helps to make us all stronger. Your military experience together with our Canon values is a great match.

Women
Strong women = stronger company. Here at Canon, we acknowledge the strength of women as leaders in their families, communities and in the workplace. To support the growth of our women employees in all the facets of their lives, we have sponsored the formation of a Business Resource Group (BRG). Our BRG, Women in Leadership Levels (WiLL) was formed with women employees in mind. Established in 2013, the WiLL steering committee includes senior representation from Canon U.S.A.'s business divisions and subsidiaries/affiliates whose interests align with engaging, enabling, and empowering women in their professional and personal development.

Individuals with Disabilities
Canon is devoted to engaging those with disabilities both within the company and amongst our customers. Our commitment is evident in our suite of products made to enable individuals with disabilities to use our products. We have an array of products that ease the lives of our customers, including voice-activated devices for the visually impaired, flexibility position controls for those with limited mobility, and much more.

Our commitment to enable doesn't end with our product offerings. We know that our best innovations and products come from our varied and diverse work population, based on their varied and diverse perspectives. Our team members that are differently abled play a part in many of the complex day-to-day operations of our business and help us grow.

Diversity Supplier Program
Our supplier base includes Veteran-Owned Small Business Concerns, Service-Disabled Veteran-Owned Small Business Concerns, HUBZone, Small Disadvantaged Business Concerns, Small Women-Owned Business Concerns, and Small Business Concerns. Canon tracks and reports Supplier Diversity spend to the General Service Administration annually to comply with the F.A.R. Canon makes a good faith effort to utilize Diverse Suppliers when procuring goods and services. There is no pricing change when using the diversity program.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

CSA is not currently certified as a small business as defined by applicable statuses.

CSA strives to utilize M/WBE vendors for our business. Our business processes and model provides limited opportunity to utilize third party (M/WBE) vendors, however, as a company, we continue to identify and contract with M/WBE vendors when possible.

As a wholly owned subsidiary of Canon U.S.A., Inc., which is headquartered in Melville, New York, we are part of our parent company's complete corporate subcontracting plan. Canon U.S.A., Inc. participates when applicable, in subcontracting with certified suppliers.

Canon U.S.A.'s subcontracting plan consists of small businesses, disadvantaged businesses, Women-Owned businesses, HUB zone small businesses and veteran-owned small business concerns. Each year, Canon U.S.A. completes a corporate Subcontracting Plan for the current year and submits it to the Federal Government for approval. All Canon U.S.A. plans have been in compliance with all requirements of the U.S. Federal Government. This represents a major initiative to expand the Supplier Diversity Program within the Canon organizations.

I. Describe how supplier differentiates itself from its competitors.

CSA is a Canon U.S.A., Inc. company providing integrated systems technology that comprises one of the strongest solutions portfolios in the document management industry. Our unique and successful heritage is built upon an ability to offer unprecedented levels of service and support.

As a leader in the office equipment industry, CSA can show you levels of productivity and performance that once seemed unattainable. Whether it's through our world-renowned networked office systems, graphic systems, copiers, printers, scanners, or fax machines, we provide the technology and the support you need to move into the future.

CSA stands apart from the competition for a number of reasons:

- **Single Source Solution Provider –** Our hardware, software, and third-party enablers combine for one of the most diverse portfolios in the industry. With a sales and service footprint incorporating enterprise, large format, production, and vertical industry solutions, along with the expert knowledge of our people and a culture of providing excellent support and service nationally, we are uniquely positioned to meet the growing demands of today's world.

- **Canon U.S.A. Company –** We are a Canon U.S.A. sales and service subsidiary, able to provide National Account Management, equipment service, and preventative maintenance in support of Canon's state-of-the-art copying, printing, and scanning technologies. As a sales and service subsidiary of Canon U.S.A., our solutions are supported by a service organization whose break-fix capability continues to achieve better than industry results against key performance indicators. Our comprehensive support structure allows our customers to enjoy a blanket of technical service coverage that ensures ongoing satisfaction of their devices. Beyond our technical professionals in the field, there is a web of Canon-authorized service professionals who provide best-in-class technical support to our growing base of customers.

- **Onsite Consultation –** Our onsite consultation and ongoing analysis of your paper and digital data flow and document requirements enables us to recommend the solutions that are best adapted to meet your needs as they change. Our goal is to capture your vision and deliver solutions that drive results. We offer strategies designed to provide the highest quality service and the best technology available while maintaining a privacy-aware and secure environment, all in a cost-effective package.

- **Best-in-Class Technology –** Canon technology draws upon a large area of expertise as it is the most diversified of all the manufacturers in the industry. Known for technological innovation,

Canon is consistently at the top of the list for Research and Development investments and patent awards compared to its competitors. Canon is able to consistently break new ground and bring to the market productivity enhancing technologies year after year. Canon also receives numerous awards and recognition from top industry analysts and holds leadership positions in key segments of the office imaging market. When choosing Canon, you can be assured that you are partnering with a company that delivers leading technologies across a range of markets to help ensure your success for today and tomorrow.

- **Customized Industry Solutions –** Canon and its partners offer industry-leading solutions designed to meet a wide range of challenges. To help maximize the potential of our customer's investments in office technology, Canon offers Professional Services: a team of engineers, project managers, and solutions consultants who can help your organization implement and integrate the right technology to meet your operational goals. Canon brings together advisors who can examine your current situation, offer recommendations, and implement plans to help secure and optimize your paper and digital document processes.

- **Diverse Range of Input to Output Technology –** Devices will continue to converge and information will be managed in entirely new ways on entirely new platforms from now and into the future. Canon is a technology leader and is well positioned in the document management industry. Canon's robust portfolio and levels of support we provide our customers lends to being a more compelling offering in comparison to other providers in the industry. Our technology is widely accepted as an easier-to-use device with better copy quality and reliability, which has helped Canon Inc. lead the industry.

- **National Technology Solutions Center –** Our state-of-the-art National Technology Solutions Call Center (Help Desk) can assist you with a wide spectrum of hardware, software, network connectivity, application, and workflow issues. The Help Desk is our customers' one-stop problem resolution center for all Canon and third-party enabling solutions, and is positioned in the United States. CSA's Solutions Support Center has proudly achieved HDI Support Center Certification, the industry's leading certification program for technical support centers.

- **The CSA Five Pillars of Security**. We are committed to offering solutions and services that enable our customers to maintain a comprehensive and in-depth approach to workplace security in five key areas: device security, printing security, document security, information security, and cybersecurity. The Five Pillars of Security are founded upon the preservation of the fundamental NIST security principles of confidentiality, integrity, and availability.

- **Financial Strength –** CSA offers its customers the financial backing of Canon Inc., one of the world's most financially stable companies, with revenues of $33.06 billion in 2019.

- **Commitment to Excellence and Social Responsibility –** Through its corporate philosophy of *Kyosei*, Canon is committed to dedicating itself to social and environmental responsibilities, as well as contributing to the prosperity of people in local communities and around the world.

- **Certified Training and Support –** CSA service technicians average 15 years' experience and are factory trained on Canon's equipment as well as the network support systems and software that drive its sophisticated technology. Our primary service objective is to resolve the problem on our first visit and eliminate the need for additional calls for the same problem.

- **Genuine Canon Parts and Supplies –** Canon puts its name on its parts and supplies because it stands behind their quality and performance. Each of the parts and supplies Canon makes for its office equipment products is a key part of the whole, carefully designed machine, which has been expertly engineered to provide top performance, reliability, and optimum output. Using genuine Canon parts and supplies is your best insurance against equipment damage, and possibly voiding your equipment warranty.

- **Commitment to Quality** – Commitment to Research and Development (R&D) is a clear indication of Canon's dedication to developing leading-edge technology. The high priority Canon places on its Global R&D effort is evident in its devotion of more than $2.8 billion in 2018. A large portion of Canon's R&D investment goes toward the development of software technology and peripheral utilities, which embrace Canon's core business – print engine technology. Canon also focuses R&D efforts on standard device architecture, network management, network productivity, and total cost of ownership.

- **Commitment to Innovation** – From device technology and workflow solutions to our support and services options, we are poised to help you bring innovation to your environment. No matter what technology the future brings, you can count on CSA to help lead the way. Our Cloud for Business portfolio offers a wide array of solutions that can provide the type of agility that can make innovation a much easier task.

- **Benchmark Value from a Financial Perspective –** CSA is a full-service solutions provider, designed to be your single-source for technology recommendations, training, service, and systems support. We will show you levels of productivity and performance that once seemed unattainable. Whether it's through our world-renowned networked office systems, graphic systems, copiers, printers, scanners, or fax machines, we will provide UC a with the technology and support you need to move into the future. With our cost-effective solutions, benefits, and value-added services, it makes CSA the right technology partner for UC.

- **Forward Thinking Program Management –** Canon has developed a comprehensive program that supports implementation goals by educating end users regarding device features that minimize both their environmental impact and decrease costs. Additionally, with our quarterly business reviews, your dedicated CSA Account Executive meets face-to-face with you on a quarterly basis to review customer care quality metrics and fleet performance metrics, and to strategize opportunities for change management or improvement. Meeting one on one allows us to stay constantly in the loop with your environment so we can address any rightsizing opportunities and review all metrics.

- **Discovery Capability –** Quarterly business reviews and monitoring UC's usage will give UC and CSA the ability to continually improve productivity and savings within your organization. Savings will mostly be achieved through rightsizing the equipment; providing departments with the proper equipment and education on what is the most cost-effective device to use for larger projects. This can be monitored on a granular level all the way down to the application that the end user utilized to print. Reviewing UC's existing printer fleet can also help expose which device(s) is not cost effective and productive, and possibly providing a multifunctional device or even consolidating the unit, to further generate cost savings. CSA will work closely with UC to ensure we develop cost savings within your organization.

Given all of the areas of support employed by CSA, it's easy to see why we position ourselves as a total document management solutions provider. Our diversified portfolio of solutions touches upon every point of the document cycle within a company's workflow. Trust CSA to help you streamline and secure business processes, reduce costs, and improve productivity Let us provide the technology, support, and service you need to create a seamless workflow for your business operations.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

CSA is subject to litigation from time to time, however, there is no pending litigation that will impair CSA's performance with respect to a mutually acceptable contract that may be negotiated upon award.

CSA has not been declared bankrupt or made a voluntary or involuntary assignment in bankruptcy.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;
b. is not owned or operated by anyone who has been convicted of a felony; or
c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

b. is not owned or operated by anyone who has been convicted of a felony

L. Describe any debarment or suspension actions taken against supplier

None.

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

CSA has the benefit of the strength, innovation, and longevity of the world-renowned Canon brand. Our portfolio of solutions is one of the most robust in the industry. With a sales and service footprint incorporating enterprise, large format, production, and vertical industry solutions, along with the expert knowledge of our people and a culture of providing excellent support and service nationally, we are uniquely positioned to meet the growing demands of today's world.

Canon technology continues to set the bar for innovation, quality, productivity, reliability, and energy efficiency, and we are proud to be part of that heritage. We are committed to upholding the excellence of the Canon brand.

Our Solutions

Our talented team of experts, analysts, and representatives will work with you to craft a solution that is unique to your specific needs. We are always thinking of innovative ways to maximize your uptime, your return on investment, and your efficiency.

Device Technology

- Multifunctional Devices
- Production Systems
- Large Format Printers
- Print Servers
- Scanners

- Single Function Printers

Software Technology

- Scanning
- Archiving
- Security
- Distribution
- Processing
- Job Submission
- Fleet Management
- Cost Tracking

Workflow Solutions

- Customized Industry Applications
- Data Security
- Cost Control
- Workflow Management
- Output Management
- Web-to-Print Applications
- Business Communications
- Information Management
- Document Distribution
- Data Loss Prevention (DLP)
- Enterprise Digital Rights Management (EDRM)

Our integrated solutions can adapt to your pre-existing workflow, regardless of the composition of your print environment. We can help your organization re-engineer your processes, if necessary, without having to revamp your entire infrastructure.

Services

As a sales and service subsidiary of Canon U.S.A., Inc., CSA is part of a larger support network and can provide extensive support to you. Our service and support division is the backbone of our company's success. At CSA, we take great pride in our comprehensive support structure which allows our customers to enjoy a blanket of technical service coverage that ensures their ongoing satisfaction.

Trust CSA to help you streamline processes, reduce costs, and increase productivity. Let us provide the technology, support, and service you need to create a seamless workflow for your business operations. We offer:

- Workflow Analysis
- Implementation Support
- Remote Technical Support
- Business Services
- Managed Print Services
- Professional Services
- On-Site Training
- Outsourcing/Insourcing
- Remote Diagnostics

- National Help Desk
- Cybersecurity Consultation and Threat Mitigation Services
- Virtual Chief Information Security Officer (vCISO)
- Security Awareness Training
- Device Hardening

Professional Services
Professional Services helps you get the most out of your technology investment by providing you with support along the way, starting with consulting and implementation services, through project management, training and education, and then ongoing help desk support as needed.

Managed Services / Business Services
Managed Services helps your organization gain added control of your workflow and output management through tracking print usage, optimization of your fleet, quarterly account reviews, and more. Business Services can help you save time and money when you outsource areas of your organization that are outside of your core business.

Technical Services
When you look beyond our outstanding products, you will find a dedication to service and support unsurpassed in our industry. It is our mission to recognize and respond to our customer needs effectively and efficiently. CSA stands ready to support our customers' needs by providing a host of professionals who are uniquely qualified to deliver uncompromising support. Our service and support division is literally the backbone of our company's success. At CSA, we take great pride in our comprehensive support structure which allows our customers to enjoy a blanket of technical service coverage that ensures their ongoing satisfaction.

The following is a list of various support services that CSA provides to our customers:

- Service Maintenance Agreements
- National Consulting Services (NCS)
- Dispatch Department
- Help Desk Call Center
- Account Management
- Supplies Replenishment
- Customer Care Center
- Device Hardening

Service Maintenance Agreements
Once you have made an investment in Canon technology, you will want to protect that technology and maximize its usefulness with certified technical support. A CSA service agreement is the most cost-effective approach to maintaining the highest level of quality. The advantages to a Service Contract include:

- One fee for contract – no unexpected charges
- Minimal downtime
- Peak performance levels
- Maximum quality
- Fewer work interruptions

- Faster service
- Minimal waste

Security Services
Device Hardening
Cybersecurity professionals will tell you that open and unprotected MFDs and printers in an organization of any size are the low hanging fruit for malicious cybercriminals looking for a way to compromise a company infrastructure. The Canon imageRUNNER ADVANCE systems all contain a wide array of security features that, when enabled, can help reduce exposure to the outside threats that prevail today.

CSA can "harden" your devices against these threats. This service is an optional professional service that complements the standard on-board security components, such as hard disk erase, Trusted Platform Encryption Module, Verify Start Up bios scanning for secure booting of the device, etc.

Cybersecurity Services
CSA is aligned with an industry leading cybersecurity firm who can provide a variety of world class services. Agile Cybersecurity Solutions (ACS) is an elite organization of top line security practitioners who routinely service the DoD, Department of Homeland Security, the U.S Intelligence agencies, and the private sector.

These Cyber SEALS, as they are known, can provide the following services:

- Consulting for Security Framework Development, Risk Assessments, Security Policy Development, GDPR Prep, and More
- Vulnerability Assessments (network, applications and web)
- Penetration Testing (network, applications and web)
- Incident Response
- Cyber Forensics for Investigations
- Customized Training including Workshops and Boot Camps for IT Staff
- Virtual CISO (annual subscription services for remote and onsite cybersecurity support)
- Red Team Testing

Genuine Parts and Supplies
Canon Inc. has poured all the know-how of its extraordinary history of developing innovative office machines into each of its copiers, printers, and networked office systems. The same superiority of design and manufacture goes into all of the Canon-branded consumable imaging supplies and parts for this equipment. Naturally, no-one makes better parts and supplies for Canon products than Canon.

Canon puts its name on its parts and supplies because it stands behind their quality and performance. Each of the parts and supplies Canon makes for its office equipment products is a key part of the whole, carefully designed machine, which has been expertly engineered to provide top performance, reliability, and optimum output.

Using genuine Canon parts and supplies is your best insurance against equipment damage, and possibly voiding your equipment warranty. Here are some more reasons to rely on genuine Canon toner, parts, and supplies:

- Canon has decades of manufacturing expertise
- Canon products are evaluated and tested under extreme conditions

- All machines and consumables produced by Canon are constantly being redesigned and improved
- Canon genuine supplies enhance the quality and performance of your Canon equipment, resulting in a longer life for your Canon equipment, higher yields, superior performance, high-quality output, and minimal equipment jamming or malfunctioning

All Canon brand Copier toner and Copier toner containers are manufactured worldwide solely by Canon Inc. and its corporate affiliates. Canon Inc. does not outsource this manufacture or sell or license its technology for Copier toner and Copier toner containers, to third parties on an OEM basis or otherwise. As such, the only genuine Canon Copier toner or Copier toner containers are those manufactured by Canon Inc. and its corporate affiliates. By using Canon genuine supplies, you can enhance the quality and performance of your Canon equipment, experiencing:

- Longer life for your Canon equipment
- High yields
- Superior performance
- Highest quality output
- Minimal jamming or malfunctioning of equipment

Canon Awards and Recognition
Canon has received numerous awards and recognition from top industry analysts and holds leadership positions in key segments of the office imaging market. When choosing Canon, you can feel confident that you're partnering with a company that delivers outstanding technologies across a range of markets.

BLI Line of the Year Award
Canon's imageRUNNER ADVANCE Series has been recognized as the 2020 Copier MFP "Line of the Year" from Keypoint Intelligence – Buyers Laboratory Inc. (BLI). Every year, this award recognizes the vendor whose product line is deemed best overall based on rigorous laboratory evaluations. 2020 marks the 4th time in the last five years that Canon has received this accolade.

Over the past year, the Buyers Lab team tested copier/MFP models from manufacturers across the entire industry. Following this extensive testing, Canon's A3 imageRUNNER ADVANCE lineup was named 2020 Copier MFP "Line of the Year" for its:

- Easy maintenance procedures and proactive device management
- Ease of use with universal capabilities and features across the entire line.
- Well-designed touchscreen, which can be customized in many ways to suit individual users' preferences
- Simple mobile pairing capability for printing and scanning.
- Outstanding software lines (Canon's MEAP platform, uniFLOW and uniFLOW Online Express, and Universal Login Manager, among others) that boost security and help control costs

The 2020 Copier MFP "Line of the Year" award is yet another proof point reinforcing the imageRUNNER ADVANCE series' success in the A3 monochrome and color market. In addition to this accolade, Buyer's Laboratory LLC. (BLI) has honored the imageRUNNER ADVANCE line with 5 PaceSetter Awards for MFP Accessibility, Document Imaging Security, Mobile Print, Outstanding Serviceability, and Ease of Use.

In 2019, for the second year in a row, the imageRUNNER ADVANCE line received the Gold Award from American Security Today (AST) for "Best Access Control & Authentication System" in tandem with uniFLOW and imageWARE Secure Audit Manager.

The Third Edition of the imageRUNNER ADVANCE line continues to be the standard-bearer for excellent integrated security, workflow efficiency and quality and reliability featuring:

- Numerous standard security features out of the box
- McAfee Embedded control combined with Verify System at Startup and SIEM Integration
- Quick buttons and standardized user interface for seamless change management
- MEAP App integration with a multitude of existing Line of Business applications
- Remote diagnostics through imageWARE Remote that enable Auto Toner replacement, automatic meter reads and predictive maintenance
- A Unified Firmware Platform that is regularly updated to reflect the latest security and workflow enhancements

Energy Star Partner of the Year Award
Canon U.S.A. has received the 2020 ENERGY STAR® Partner of the Year - Sustained Excellence Award for continued leadership and significant partnerships with ENERGY STAR. The ENERGY STAR Partner of the Year-Sustained Excellence Award is the highest honor among ENERGY STAR Awards. The U.S. Environmental Protection Agency (EPA) presents the Sustained Excellence Award to partners that have already received ENERGY STAR Partner of the Year recognition for a minimum of two consecutive years and have exceeded the criteria needed to qualify for recognition. This marks the third consecutive year Canon has received the Sustained Excellence Award (2018, 2019 and 2020). This is also the fifth consecutive year Canon has been recognized as a Partner of the Year.

For more than 20 years, Canon has collaborated with ENERGY STAR to save energy and money while promoting the development of energy-efficient products to help combat climate change and other important environmental issues. As part of the partnership, Canon offers over 175 ENERGY STAR certified products, each incorporating advanced energy-efficient technologies without compromising on features or performance. Energy-efficient technologies implemented within the full range of Canon products include energy-saver mode, automatic duplex settings and low-sleep power consumption.

BenchmarkPortal Awards
The Canon U.S.A., Inc. Technical Support Center has earned the "Center of Excellence" certification from BenchmarkPortal for 11 consecutive years. Contact centers achieved the Center of Excellence distinction based on best-practice metrics drawn from the world's largest database of objective and quantitative data that's audited and validated by researchers from BenchmarkPortal.

To achieve certification as a Center of Excellence, a company must undergo a rigorous benchmarking process, which compares the organization's operational metrics to those of its peers using the world's largest database of contact center metrics. During this process, BenchmarkPortal experts audit and verify key data from the contact center applying for certification.

HDI Support Center Certification
In addition to the awards that the Canon products we offer have received, CSA's Solutions Support Center has achieved HDI Support Center Certification. HDI is a part of UBM Tech, a division of UBM LLC, and is the global professional association for technical service and support professionals and the premier

certification body for the industry. HDI offers the industry's leading certification program for technical support centers. This certification, valid for two years, was first achieved by the Solutions Support Centers in 2015, and was renewed in 2017 and 2019.

To verify the Solutions Support Centers' compliance with the HDI Support Center Certification Standard, CSA has successfully undergone thorough on-site renewal audits. Driven by a core belief in continuous improvement, every support agent, supervisor, and manager in the Solutions Support Centers strived to not only maintain the standards of the HDI Certification, but to exceed the results that merited the 2015 accreditation. Notably, our continued audits have in fact indicated significant improvement in the areas of Customer Satisfaction, Process and Procedures, and Performance—an impressive 12.8% overall score increase from the initial audit. This signifies our commitment to excellence, efficiency, and service quality based on the HDI Support Center Standard.

Innovative Technology
In 2019, Canon Inc., was granted 3,548 patents by the US Patent and Trademark Office and maintained its third place ranking for patents granted according to IFI CLAIMS Patent Services, a leading producer of global patent databases. Last year Canon, Inc. became the only company in the world to be ranked in the top five U.S. patent holders for 34 consecutive years. These patents continue to demonstrate Canon's contribution to science and technology which are used to develop fundamental technologies designed to drive innovation and support customer and business needs.

Industry Awards and Honors

- Canon is ranked 7th in the World's Most Reputable Companies
- Fortune Magazine's 2020 "World's Most Admired Companies" Ranked 5th in Computer Category
- Recognized as one of the 2019 World's Most Ethical Companies by the Ethisphere Institute
- 2019 Best Japan Brands Ranked 4th

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

CSA provides geographic coverage in major metropolitan areas throughout the United States. Each region is supported by a comprehensive web of service professionals who provide best-in-class technical support to our growing base of customers. Beyond these critical regions, a network of Canon-authorized service companies stands ready to support your needs.

CSA requires all Canon-authorized service companies to adhere to the same stringent standards and best practices that we commit to as an organization and must be fully certified to provide technical assistance on your Canon product. For each of our client engagements, CSA's account team is responsible for communicating specific requirements and expectations that are detailed in the contract with the subcontractor. The account team is also responsible for monitoring and measuring the subcontractor's performance and escalating any areas of non-compliance along with an action plan to either improve performance or terminate poor performing subcontractors.

CSA follows the following best practices when engaging a subcontractor:

- Identify the team who is responsible for subcontractor performance management.
- Train the team in the technical aspects of the subcontractor's responsibilities, performance expectations, and measurement criteria.

- Train the team in all aspects of compliance expectations and contractual requirements.
- Identify Key Performance Indicators, outline reporting requirements, and communicate expectations to subcontractors.
- Develop a Statement of Work for all subcontractors that clearly details all job requirements, penalties, and measurement criteria.
- Provide a framework for regular inspections, feedback, and remediation planning.
- Implement corrective action plans and weekly risk reporting for subcontractors who are not meeting expectations.

Our support personnel are measured to a high standard and held accountable for providing a superior service delivery to CSA's customers.

The strength of the Canon service delivery program is the over 1,000 locations across the United States who are all certified to meet Canon standards. There are over 7,500 factory-trained technicians who help solve technical and equipment problems wherever your site may be. All authorized service centers are required to submit a detailed business plan describing prospective territory and staffing plans as well as financials. They must agree to use only genuine Canon parts, and they must consent to unscheduled observations by Canon management.

C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

CSA has extensive history of supporting cooperative agreements and insuring coverage and utilization. From time to time Participating Agencies have asked for and received certified pricing to validate historical transactions.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

CSA uses commercially available companies for products, parts and supplies. For delivery of pre-configured product CSA uses regional specialized carriers.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Please see Section 3 Current Distribution Model.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

CSA will use the Agreement with UC and OMNIA Partners as a fully endorsed program by our Executive Leadership.

Based on the last 10 years of history, CSA is in a very fortunate position for the Marketing and Sales of cooperative agreements. We have the tools, training and process to implement an aggressive launch of a new agreement. Additionally, we have able to have year over year growth with the legacy agreements.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

We will work with OMNIA Partners to create and deliver co-branded press releases, and content specifically geared around the agreement, to publications and associations.

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

We will provide agreement information on our internal website at the onset of the agreement and periodically update when appropriate.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Working with OMNIA Partners, we will take a complete review of the design, content and strategies for the co-branded marketing materials. The expectation is to provide the Participating Agencies with useful and compelling information.

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

As a member of the NIGP Business Council for the past 10 years we understand the value of working with association on a national, regional and national basis. We will continue to grow our engagement with and support of their association and trade shows. Please see Section 4 Commitment to the Government and Educations Sectors.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Based on past experience, CSA has directed Participating Agencies directly to the OMNIA Partners' website to minimize any conflicts. We will review this based on OMNIA Partners' request.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

During the past OMNIA Partners Agreement, we were able to convert the majority of Public Agency agreement to the use of the OMNIA Partners Master Agreement. There are a few legacy agreements that will become available with the awarding of the agreement. Additionally, we have used the legacy in lieu of a formal response to several RFPs.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

CSA requires reasonable limitations to be placed on usage of the Canon logo.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

Acknowledged and Agreed.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

Acknowledged and Agreed.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

ii. Marketing

iii. Sales

iv. Sales Support

v. Financial Reporting

vi. Accounts Payable

vii. Contracts

Acknowledged and Agreed.

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

CSA is a direct sales subsidiary of Canon U.S.A. With over 100 offices in most major metropolitan areas throughout the U.S., CSA continues to grow, providing sales, service and support of Canon's document management technology. CSA continues to expand into cities where companies may benefit from working directly with a Canon U.S.A., Inc. sales subsidiary.

We have both dedicated vertical markets account executives and general territory representatives selling to the government and education markets. They are trained and are successful providing the Participating Agencies products and services using UC's Agreement through OMNIA Partners.

Presently, OMNIA Partners has the contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

We currently work closely with OMNIA Partners team as a strategic supplier holding the County of DuPage contract. Our weekly and monthly correspondence at both the local and national levels (I.e. Regional Managers, Vice-Presidents, and Partner Development) will continue in a similar fashion with an emphasis on launching and growing this UC contract.

While Supplier will utilize OMNIA as its primary go to market strategy, in no event shall Supplier be liable for any fees to OMNIA in the event that a Supplier bid is awarded a contract with an entity not utilizing

OMNIA pricing or the Master Agreement, nor shall such bid or award constitute a breach of this Agreement.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

CSA will build on the past successes of managing the OMNIA Partners Master Agreement. Moving forward we will continue to focus on achieving the target revenue for this agreement. To that extent, we have a dedicated marketing resource to oversee the marketing and communication related activities with the OMNIA Partners. On a national basis, we have aligned both government and education within one team's responsibility. This team is led by the Major Accounts and Vertical Market Vice President who is responsible for the development and execution of the OMNIA Partners Marketing Plan. Over the past two years we have built specific market knowledge resources for sharing with our clients. This work will continue to be used to support the Participating Agencies.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

We generated in excess of $240 million in Public Agency Sales for fiscal 2019. We will provide a list of our top 10 Public Agencies upon request in a non-public format.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Presently, we are using a customized version of Oracle as our ERP system and are capable of managing all related data/details needed to support the national program.

M. REDACTED

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

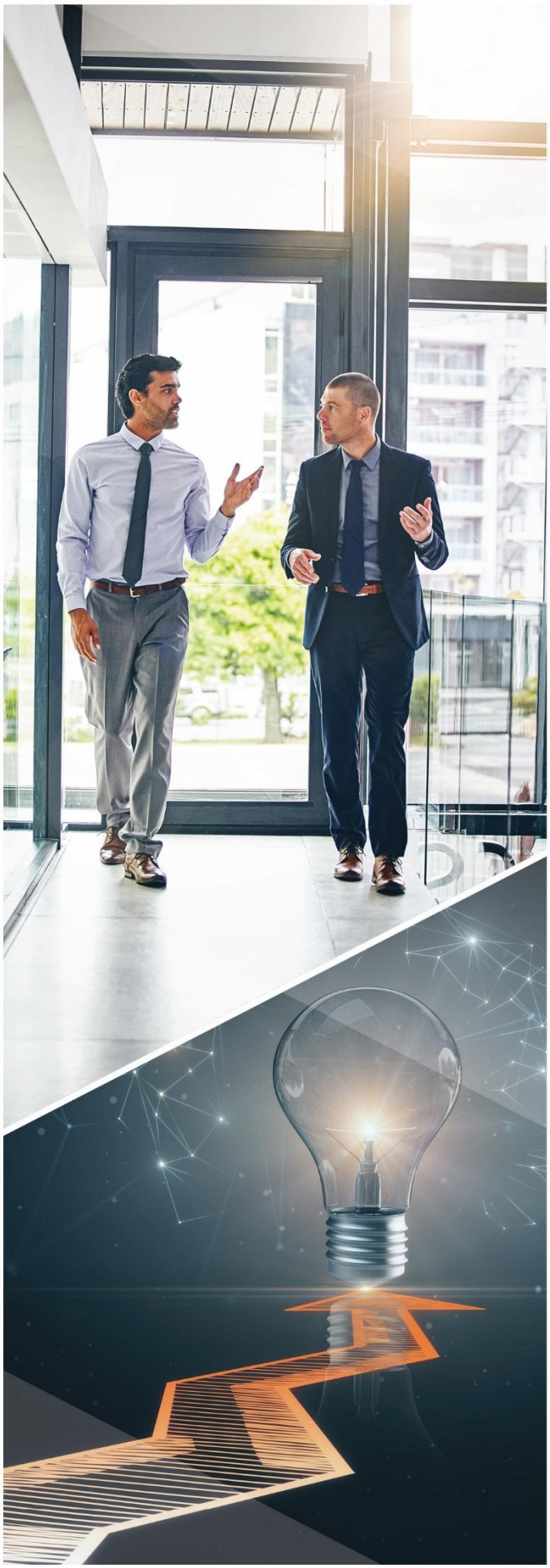
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

While we will utilize the OMNIA Partners as our primary go-to-market strategy, in no event shall we be liable for any fees to OMNIA Partners in the event that we bid or are awarded a contract with any entity not utilizing the OMNIA Partners pricing or the Master Agreement, nor shall such bid or award constitute a breach of this Agreement.



CANON SOLUTIONS AMERICA, INC.'S DUN & BRADSTREET REPORT

Canon

CANON SOLUTIONS AMERICA

LIVE REPORT

Currency: Shown in USD unless otherwise indicated

CANON SOLUTIONS AMERICA, INC.

Trade Names: (SUBSIDIARY OF CANON U.S.A., INC., MELVILLE, NY)

ACTIVE | HEADQUARTERS (SUBSIDIARY)

D-U-N-S Number: 07-161-9878

Company: CANON SOLUTIONS AMERICA, INC.

Summary

D&B Address

Address: ONE CANON PARK
MELVILLE, NY, US - 11747

Location HEADQUARTERS (SUBSIDIARY)

Type:

Phone: 631-330-5000

Fax:

Web: www.csa.canon.com

Added to Portfolio: 09/17/2013

Endorsement: aemery@solutions.canon.com

Last View Date: 05/18/2020

Company Summary

SCORE BAR

D&B Rating	**1R3**	1R indicates 10 or more Employees, Credit appraisal of 3 is fair
PAYDEX®	**72**	Paying 12 days past due
Financial Stress Score Class	**3**	Moderate Risk of severe financial stress
Commercial Credit Score Class	**2**	Low to Moderate Risk of severe payment delinquency
Highest Credit	**700,000.00**	Highest credit granted in the past 24 months.
Credit Limit - D&B Conservative	**1,000,000.00**	Based on profiles of other similar companies.
Credit Limit - D&B Aggressive	**1,000,000.00**	Based on profiles of other similar companies.
Years In Business	**49**	

Lien Found	**N**	
Judgment Found	**N**	
Out of Business Indicator	**N**	
Bankruptcy Found	**N**	
SIC Code - D&B	**5044**	Office equipment

D&B 3-MONTH PAYDEX®

D&B 3-month PAYDEX® : 73

Low Risk (100) ; High Risk (1)

When weighted by amount, Payments to suppliers average 11 Days Beyond Terms

D&B PAYDEX®

D&B PAYDEX® : 72

Low Risk (100) ; High Risk (1)

When weighted by amount, Payments to suppliers average 12 days beyond terms

D&B COMPANY OVERVIEW

This is a headquarters (subsidiary) location

Branch(es) or Division(s) exist
Y

Chief Executive
YOROKU ADACHI, CHB

Age (Year Started)
49 years (1971)

Employees
6600 (125 Here)

History Status
CLEAR

Financing
SECURED

SIC
5044 ,7389

Line of business
Whol office equipment, business services

NAICS
423420

PUBLIC FILINGS

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	---
Judgments	0	---
Liens	0	---
Suits	1	03/26/2020
UCCs	22	12/11/2019

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

COMMERCIAL CREDIT SCORE CLASS

Commercial Credit Score Class : 2

Low Risk:1 ; High Risk:5

FINANCIAL STRESS SCORE CLASS

Financial Stress Score Class : 3

Low Risk:1 ; High Risk:5

PAYDEX® TREND CHART

Predictive Scores

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for

bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked **3** have a probability of becoming no longer viable: **3** %
- Percentage of businesses ranked **3: 15** %
- Across all US businesses, the average probability of becoming no longer viable: **14** %

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Established Trade Payments**
- Level of Risk: **Low Risk**
- Businesses ranked **3** within this model segment have a probability of becoming no longer viable: **3** %
- Percentage of businesses ranked **3** with this model segment: **11** %
- Within this model segment, the average probability of becoming no longer viable: **5** %

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

- Financial Data:
- Trade Payments:
- Company Size:
- Years in Business:

Z

Subsidiary

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US Government Employee Disclaimer

CURRENT DISTRIBUTION MODEL

CANON SOLUTIONS AMERICA

Current Distribution Model

CSA is the direct sales subsidiary of Canon U.S.A. The two entities share several facilities across the United States. Some of the facilities are corporate operations and regional warehouses.

CSA and Canon U.S.A. distribute the majority of products, part and supplies through twelve warehouse facilities.

Warehouse Locations

State	City	Address	Zip
IL	Woodridge	10350 Beaudin Boulevard	60517
IL	Itasca	1800 Bruning Drive West	60143
OH	Lockbourne (Columbus)	2525 Rohr Road Ste D	90810
TX	Irving	3200 Regent Boulevard	97217
NJ	Monroe Township (3PL-CUSA/Menlo)	24 Englehard Drive	32809
NY	NY	5 West 37th Street Suite 1001 (Midtown Parts)	10018
FL	Orlando	7803 Southland Boulevard Suite 202 (Parts Warehouse)	08831
VA	Alexandria	6464 General Greenway Beltway Business Center Suite E	93003
CA	San Pedro (3PL-CUSA/Nippon)	300 Westmont Drive	43137
CA	Livermore (Dublin)	161 S Vasco Road Suite E	75063
OR	Portland	6650 N. Basin, Building # 4, Suite D	95134
UT	Salt Lake City	930 W 3160 S (CSA, C/O Precision Equipment Placement)	84119

Branch Office Locations

State	City	Address	Zip
IL	Burr Ridge	1333 Burr Ridge Parkway Suite 175	60527
IL	Chicago	225 West Washington Suite 600	60606-6604
IL	Itasca	1800 Bruning Drive (1/2 WH)	60143
IL	Itasca (LFS only)	100 Park Boulevard	60143
IL	Schaumburg	425 North Martingale Rd Suite 100, 300,1400,1600 and 1650	60173
IN	Carmel (Indianapolis)	630 W Carmel Drive, Suite 130	46032
IN	Fort Wayne	6915 Innovations Blvd 3rd Unit	46825
IN	South Bend	2420 Viridian Drive Suite A & B	46628
KS	Overland Park (Kansas City)	7300 W 110th Street Suite 100	66202
KS	Topeka	1131 Southwest Winding Road Suite Space F	66615
KS	Witchita (Regus)	801 East Douglas Avenue, 2nd floor Room 217	67202
KY	Lexington	2285 Executive Drive Suite 110	40505
KY	Louisville	10200 Forest Green Blvd., Suite 112	40223

MI	Grand Rapids	330 East Beltline Ave NE Suite 201	49506
MI	Novi (Detroit)	39555 Orchard Hill Place Suite 190	48375
MN	Eagan (Minneapolis)	880 Blue Gentian Road Suite 100	55121
MO	Coeur Creve (St. Louis)	6 CItyPlace Drive Suite 100	63141
NE	Lincoln (La Vista)	3701 O Street	68510
NE	Omaha (also La Vista)	9300 Underwood Avenue, Suite 160	68114
OH	Cleveland (Independence)	6100 Oak tree Blvd Suite 150	44131
OH	Dublin (Columbus)	5200 Upper Metro Place Suite 150	43017
OH	Mason (Cincinnati)	4900 Parkway Drive Suite 170	45040
OH	Maumee (Toledo)	1724 Indian Wood Circle Suite F	43537
PA	Moon Township (Pittsburgh)	500 Lindbergh Drive Suite 550	15108
TX	Austin	12515 Reasearch Blvd Bldg 7 Suite 110	78759
TX	Beaumont	7510 Calder Avenue	77706
TX	Houston	2930 W Sam Houston Pkwy N Suite 125	77043
TX	San Antonio	17115 San Pedro Ave, Suite 100	78232
WI	Waukesha (Milwaukee)	Crossroads Corporate Center II 20800 Swenson Drive Suite 110	53186
CT	East Hartford	100 Prestige Park Road Bay 10 (OBS and Parts only)	06108
CT	Rocky Hill	I-91 Tech Center Bldg 2 845 Brook Street	06067
DE	Wilmington	200 Bellevue Pkwy Suite 101	19809
MA	Boston	40 Broad Street Suite 102	02109
ME	South Portland	75 John Roberts Road, Building B, Suite 12B	04106
NH	Bedford	15 Constitution Drive	03110
NJ	Burlington	300 Commerce Square Blvd	08016
NJ	Cranford	11 Commerce Drive Suite 204	07016
NJ	Jamesburg	100 Ridge Road	08831
NJ	Mount Laurel	8000 Midlantic Drive, Suite 110N	08054
NJ	Paramus	115 West Century Road, Country Club Plaza, Ste. 370	07652
NY	Albany	18 Corporate Woods Blvd	12211
NY	East Meadow	90 Merrick Avenue Suite 204	11554
NY	Melville	One Canon Park	11747
NY	New York	125 Park Ave (9th & 10th flrs)	10017
NY	White Plains	1133 Westchester Avenue, Suite N140	10604
PA	Horsham	800 Enterprise Drive Suite 105	19044
PA	Mechanicsburg (Harrisburg)	5020 Ritter Rd Suite 111	17055
PA	Philadelphia	1650 Market Street One Liberty Place Suite 360	19103
RI	Warwick/ Providence	117 Metro Center Blvd Suite 1003	02886
VT	Williston	520 Avenue D	05495-7136
AL	Birmingham	1030 London Drive Suite 200	35211
AL	Dothan	217 Graceland Drive, Suite 1	36305
AL	Mobile	3059 Dauphin Square Connector	36607
AL	Montgomery	250 Commerce Street	36104
AR	Little Rock	1401West Capital Ave, Suite 230	72201
FL	Boca Raton	Boca Raton Innovation Campus, 4560 Communication Ave, Suite 100	33431

FL	Fort Myers	9160 Forum Corporate Parkway, Suite 350 (Virtual Office Only)	33905
FL	Jacksonville	10401 Deerwood Park Blvd., Suite 2110 Building II	32256
FL	Maitland/ Orlando	2600 Maitland Center Pkwy Suite Suite 170	32751
FL	Miami Lakes	7975 NW 154th St, Suite 350 (Grand Corp Center)	33016
FL	Tallahassee	113 South Monroe St. (Virtual Office Only)	32301
FL	Tampa	7650 Courtney Campbell Causeway, Suite 100	33607
GA	Atlanta	1170 Peachtree Street, Suite 1200 (Executive Suite)	30309
GA	Norcross (Atlanta)	5625 Oakbrook Parkway (first floor Canon/CBS Facility)	30093
GA	Savannah	7001 Chatham Center Dr., Suite 2300	31405
LA	Baton Rouge	11115 Industrial Plex Blvd Suite 300	70809-1982
LA	Houma	4752 Highway 311, Suite 104	70360
LA	Lake Charles	Capital One Tower Building, One Lake Shore Drive, Suite 1260	70629
LA	Metairie (New Orleans)	3850 N. Causeway Blvd, Suite 110	70002
MD	Ellicott City (Baltimore)	6011 University Blvd, Suite 460	21043
MS	Gulfport	Seaway Business Park, 14231 Seaway Rd. Building C, Suite 5 (1/2 WH)	39503
MS	Ridgeland	Market Ridge Road, Building 119 Suite A	39157
NC	Charlotte	8720 Red Oak Blvd Suite 502	28217
NC	Durham	4319 South Alston Ave Suite 101	27713
SC	Columbia	1320 Main Street, Suite 300 (Executive Suite)	29201
TN	Knoxville	4707 Papermill Road Suite 101	37909
TN	Nashville	402 BNA Drive Suite 360 building 100	37217
VA	Falls Church	3190 Fairview Park Drive Suite 1000	22042
VA	Richmond	3901 Westerre Parkway Suite 110	23233
VA	Virginia Beach	192 Ballard Court Suite 101	23462
AZ	Scottsdale (Pheonix)	1475 North Scottsdale Rd Suites 130 & 400	85257
CA	El Centro	203 S Waterman Ave Suite C	92243
CA	Glendale (Los Angeles/Wilshire/Calabasas)	207 Goode Avenue, Suite 400 (& Suite 110)	91203
CA	Irvine	15975 Alton Parkway	92618
CA	Long Beach	3900 Kilroy Airport Way, Suite 300	90806
CA	Ontario	3237 E. Guasti Road Suite 200	91761
CA	Sacramento	3835 North Freeway Blvd Suite 110	95834
CA	San Diego	10509 Vista Sorrento Parkway Suite 116	92121
CA	San Francisco	201 California Street Suite 100	94111
CA	San Jose (South Bay)	3300 North First Street (first floor Canon/CBS facility)	95134
CA	Walnut Creek	1350 Treat Blvd Suite 150	94597
CO	Centennial (Denver)	7002 South Revere Pkwy Suite 80	80112
CO	Englewood	14 Inverness Drive East Suite G-140	80112
HI	Honolulu	841 Bishop Street, Suites, #156 (Davies Pacific Center)	96813

NM	Albuquerque	2420 Camanche Road NE	87107
NM	Farmington	2222 East 20th Street, Suite A	87401
NV	Las Vegas	731 Pilot Road Suite J	89119
OR	Beaverton (Portland)	9401 SouthWest Nimbus Ave	97008
OR	Medford	3539 Heathrow Way, Suite 108	97504
UT	Salt Lake City	298 Mercer Way	84115
WA	Keenewick	8601 W Clearwater Ave	99336
WA	Spokane	10102 E Knox Suite 300	99206
WA	Tukwila (Seattle)	12856 Interurban Avenue South, Bldg 1	98168
WA	Yakima	901 W. Yakima Ave., Suite 1B	98902

COMMITMENT TO THE GOVERNMENT AND EDUCATION SECTORS

Canon

CANON SOLUTIONS AMERICA

Commitment to the Government and Education Sectors

Over the past 10 years, CSA has had an extremely good relationship the NIGP. We have been supportive of the association and board. Beyond attending the annual Forum we have provided subject matter experts and speaker for the local chapters. Over the past four years we have witnessed the transformation of the association through the restructuring of the governance board NIGP 2.0. This transformation has increased participation by the members and member value. We will remain a proud supporter of the NIGP.

The education from NIGP and the interaction with the nation's top public procurement professionals has help us understand the true value of a strong piggybackable agreement, vetted by a top lead agency and managed by a national cooperative. Understanding the covenants that the CPPB or CPPO need to keep for their constituents provides guidance that assist our engagements with public entities.

Our sales representatives are equipped with the knowledge of cooperatives and the impact on cost reduction and the speed to implementation by leveraging a well-constructed agreement.

Connecting Suppliers with the Public Procurement Community – NIGP's Business Council comprised of representatives from each company participating in the Institute's Enterprise Sponsor Program. Enterprise Sponsors are leaders in their respective industries and have demonstrated a shared commitment to NIGP's values of: Accountability, Ethics, Impartiality, Professionalism, Service, and Transparency. We have been an established and active member and participant since 2008, and are considered subject matter experts regarding NIGP's Business Council and their activities. The mission of the Business Council is to… Serve the NIGP membership and procurement profession through the sharing of resources and expertise in support of NIGP's educational, research and advocacy mission. In essence, the Business Council connects the supplier's perspective with the public procurement community and is dedicated to improving the buyer/supplier relationship. For the past four years Paul Murphy, VP Major Accounts and Vertical Markets has provided guidance as the Chair.

CSA has invested in research and established realtionships with the leading associations within the Educational Market. Print still plays a critical role in education fron the youth entering organized education to the graduates of the most presient higher eduction institutions.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Canon Solutions America, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Canon Solutions America, Inc. during the course of my relationship with you.

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES PK Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES PK Initials of Authorized Representative of

offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small

Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES PK Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES PK Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES PK Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES PK Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES PK Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES PK Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES PK Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES PK Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES PK Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
Canon Solutions America, Inc.

Address, City, State, and Zip Code:
Corporate Headquarters: One Canon Park, Melville, NY 11747

EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

Phone Number: **800.815.4000** Fax Number: **N/A**

Printed Name and Title of Authorized Representative: **Peter Kowalczuk, President**

Email Address: **strategicpricingbidpricing@csa.canon.com**

Signature of Authorized Representative: Date: 6.3.20

CANON SOLUTIONS LEGAL
KN
APPROVED AS TO FORM
6/1/2020
DATE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners's ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Canon Solutions America, Inc.

Street: Corporate Headquarters: One Canon Park

City, State, Zip Code: Melville, NY 11747

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in_____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Peter Kowalczuk *, an authorized representative of* Canon Solutions America, Inc. *, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Canon U.S.A., Inc.	One Canon Park, Melville, NY 11747	100%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6.3.20 — President

Date — ***Authorized Signature and Title***

Peter Kowalczuk

CANON SOLUTIONS LEGAL APPROVED AS TO FORM KN DATE 6/1/2020

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Canon Solutions America, Inc.

Street: Corporate Headquarters: One Canon Park

City, State, Zip Code: Melville, NY 11747

State of New York

County of Suffolk

I, Peter Kowalczuk *of the* Melville
Name *City*

in the County of Suffolk, *State of* New York
of full age, being duly sworn according to law on my oath depose and say that:

I am the President *of the firm of* Canon Solutions America, Inc.
Title *Company Name*

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Canon Solutions America, Inc.
Company Name

President
Authorized Signature & Title
Peter Kowalczuk

Subscribed and sworn before me

this 3rd day of June, 2020

Pamela Marino

Notary Public of New York

My commission expires June 19, 2023

CANON SOLUTIONS LEGAL
KN
APPROVED AS TO FORM
6/1/2020
DATE

Requirements for National Cooperative Contract

PAMELA MARINO
NOTARY PUBLIC, State of New York
No. 01MA5045376
Qualified in Suffolk County
Commission Expires June 19, 2023

SEAL

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Canon Solutions America, Inc.

Street: Corporate Headquarters: One Canon Park

City, State, Zip Code: Melville, NY 11747

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6.3.20
Date

President
Authorized Signature and Title
Peter Kowalczuk

CANON SOLUTIONS LEGAL
KN
APPROVED AS TO FORM
6/1/2020
DATE

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

Peter Kowalczuk, President

Requirements for National Cooperative Contract

CANON SOLUTIONS LEGAL
APPROVED AS TO FORM
KN
6/1/2020
DATE

Certification **23820**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2019** to **15-FEB-2022**

CANON SOLUTIONS AMERICA
ONE CANON PARK
SUFFOLK NY 11747

ELIZABETH MAHER MUOIO
State Treasurer

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

   a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
   b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
   c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
   d. The form may be used "as-is", subject to edits as described herein.
   e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
   f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

Doc #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

OMNIA PARTNERS EXHIBITS

EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	**Canon Solutions America, Inc.**		
Address:	**Corporate Headquarters: One Canon Park**		
City:	**Melville**	State: **NY**	Zip: **11747**

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

CANON SOLUTIONS LEGAL
KN
APPROVED AS TO FORM
6/1/2020
DATE

Signature	Printed Name	Title
	Peter Kowalczuk	**President**

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

OMNIA PARTNERS EXHIBITS

EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☑ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☑ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: **Canon U.S.A., Inc.** Home Address: **One Canon Park** **Melville, NY 11747**	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 3rd day of June, 2020

(Notary Public)

PAMELA MARINO
NOTARY PUBLIC, State of New York
No. 01MA5045376
Qualified in Suffolk County
Commission Expires June 19, 2023

My Commission expires:

(Affiant)

Peter Kowalczuk, President

(Print name & title of affiant)

(Corporate Seal)

CANON SOLUTIONS AMERICA INC CORPORATE SEAL 1971 NEW YORK

Requirements for National Cooperative Contract

CANON SOLUTIONS LEGAL KN APPROVED AS TO FORM 6/1/2020 DATE

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:
http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: 001811-Feb2020 **Bidder/Offeror:** Canon Solutions America, Inc.

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive**. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury''s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below**. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Peter Kowalczuk Signature: Peter Kowalczuk

Title: President Date: **06/03/20**

CANON SOLUTIONS LEGAL APPROVED AS TO FORM KN 6/1/2020 DATE

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

http://www.state.nj.us/treasury/revenue/forms/njreg.pdf

05/16/13

Taxpayer Identification# **132-677-004/000**

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

CANON SOLUTIONS AMERICA, INC.

TRADE NAME:

ADDRESS:

300 COMMERCE SQ BLVD
BURLINGTON NJ 08016-1270

SEQUENCE NUMBER:

0058553

EFFECTIVE DATE:

05/01/71

ISSUANCE DATE:

05/16/13

James J. Fruscione

Director
New Jersey Division of Revenue

FORM-BRC
(04-08), D205846V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
SALES TAX COLLECTION SCHEDULE
RATE 7% EFFECTIVE JULY 15, 2006

Amount of Sale	Tax to be Collected	Amount of Sale	Tax to be Collected
$0.01 to $0.10 ..	None	$5.91 to $6.10 ..	$0.42
0.11 to 0.19 ..	$0.01	6.11 to 6.19 ..	.43
0.20 to 0.32 ..	.02	6.20 to 6.32 ..	.44
0.33 to 0.47 ..	.03	6.33 to 6.47 ..	.45
0.48 to 0.62 ..	.04	6.48 to 6.62 ..	.46
0.63 to 0.77 ..	.05	6.63 to 6.77 ..	.47
0.78 to 0.90 ..	.06	6.78 to 6.90 ..	.48
0.91 to 1.10 ..	.07	6.91 to 7.10 ..	.49
1.11 to 1.19 ..	.08	7.11 to 7.19 ..	.50
1.20 to 1.32 ..	.09	7.20 to 7.32 ..	.51
1.33 to 1.47 ..	.10	7.33 to 7.47 ..	.52
1.48 to 1.62 ..	.11	7.48 to 7.62 ..	.53
1.63 to 1.77 ..	.12	7.63 to 7.77 ..	.54
1.78 to 1.90 ..	.13	7.78 to 7.90 ..	.55
1.91 to 2.10 ..	.14	7.91 to 8.10 ..	.56
2.11 to 2.19 ..	.15	8.11 to 8.19 ..	.57
2.20 to 2.32 ..	.16	8.20 to 8.32 ..	.58
2.33 to 2.47 ..	.17	8.33 to 8.47 ..	.59
2.48 to 2.62 ..	.18	8.48 to 8.62 ..	.60
2.63 to 2.77 ..	.19	8.63 to 8.77 ..	.61
2.78 to 2.90 ..	.20	8.78 to 8.90 ..	.62
2.91 to 3.10 ..	.21	8.91 to 9.10 ..	.63
3.11 to 3.19 ..	.22	9.11 to 9.19 ..	.64
3.20 to 3.32 ..	.23	9.20 to 9.32 ..	.65
3.33 to 3.47 ..	.24	9.33 to 9.47 ..	.66
3.48 to 3.62 ..	.25	9.48 to 9.62 ..	.67
3.63 to 3.77 ..	.26	9.63 to 9.77 ..	.68
3.78 to 3.90 ..	.27	9.78 to 9.90 ..	.69
3.91 to 4.10 ..	.28	9.91 to 10.10..	.70*
4.11 to 4.19 ..	.29	Over $10	.70*
4.20 to 4.32 ..	.30	Over $20	1.40*
4.33 to 4.47 ..	.31	Over $30	2.10*
4.48 to 4.62 ..	.32	Over $40	2.80*
4.63 to 4.77 ..	.33	Over $50	3.50*
4.78 to 4.90 ..	.34	Over $60	4.20*
4.91 to 5.10 ..	.35	Over $70	4.90*
5.11 to 5.19 ..	.36	Over $80	5.60*
5.20 to 5.32 ..	.37	Over $90	6.30*
5.33 to 5.47 ..	.38	Over $100	7.00*
5.48 to 5.62 ..	.39	Over $200	14.00*
5.63 to 5.77 ..	.40	Over $300	21.00*
5.78 to 5.90 ..	.41	Over $400	28.00*

* On amounts above $10.00, the tax shall be $0.07 on each full dollar of the amount of sale, plus the tax on each part of a dollar in excess of a full dollar in accordance with the above formula.

ST-75 (7-06)

NOTICE: The enclosed N.J. State Sales Tax Certificate of Authority (CA-1) is a permit to:

- Collect N.J. State Sales Tax
- Issue N.J. Resale Certificates (ST-3)
- Issue N.J. Exempt Use Certificates (ST-4)

You must have a valid N.J. Sales Tax Certificate to collect Sales Tax or issue certificates.
If you are not subject to collect N.J. Sales Tax but need to issue Resale or Exempt Use Certificates, you can request to be placed on a "Non-reporting Basis". Call or write the Division to obtain the proper forms (ST-6205) at:
State of New Jersey Division of Taxation P O Box 252 Trenton, N.J. 08646-0252 (609) 292-9292.
This Certificate of Authority (CA-1) must be displayed at your place of business.

132-677-004/000

DIVISION OF TAXATION
TRENTON, N J 08695

STATE OF NEW JERSEY

Certificate of Authority

The person, partnership or corporation named below is hereby authorized to collect:
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

Director, Division of Taxation

CANON SOLUTIONS AMERICA, INC.
300 COMMERCE SQ BLVD
BURLINGTON NJ 08016-1270

Tax Registration No.: XXX-XXX-004/000
Tax Effective Date: 03-01-13
Document Locator No.: C000530512
Date Issued: 06-14-13

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.