



CANON SOLUTIONS AMERICA

CITY CLERK  
ORIGINAL

MAINTENANCE AGREEMENT

Related Acquisition Agreement # S0515619.02

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

Salesperson Kenneth Ray Scott Order Date: 2 / 10 / 2016

Customer ("you"):		Customer Account:		Equipment Location:		Customer Account:	
Company: Glendale City of				Company: Glendale City of			
Address: 5850 W Glendale Ave				Address: Please View Below			
City: Glendale		County: MARICOPA		City:		County:	
State: AZ	Zip: 85301	Phone #: 623.930.2236		State:	Zip:	Phone #: 623.930.2236	
Contact: Bill Limbach		Fax #:		Contact: Bill Limbach		Fax #:	
Email: blimbach@glendaleaz.com				For each unit of Equipment listed, you shall indicate specific contact and location (if different than above) in the table below or in any Addendum to this Agreement.			

<b>Maintenance Billing Entity</b>		<b>PO Required</b>		<b>Meter Read/Collection Options</b>	
Base Charge: <input checked="" type="checkbox"/> CSA <input type="checkbox"/> Canon Financial Services, Inc. ("CFS")		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		imageWARE Remote unless noted in table below*	
Per Image Charge: <input checked="" type="checkbox"/> CSA <input type="checkbox"/> Canon Financial Services, Inc. ("CFS")		PO#		W = eManage website	
<b>Base Charge Billing Cycle</b>		<b>Initial Term</b>		<b>Coverage Plan</b>	
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other <u>Annually</u>		<u>36</u> Months (min. 12)		<input checked="" type="checkbox"/> Per Unit <input type="checkbox"/> Fleet <input type="checkbox"/> Aggregate	
<b>Excess Per Image* Charge Billing Cycle</b>		<b>Price Plan</b>		<b>Consumables Inclusive</b>	
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other <u>N/A</u>		<input type="checkbox"/> Standard <input checked="" type="checkbox"/> Fixed		<input type="checkbox"/> Toner (excludes clear) <input checked="" type="checkbox"/> Other <u>N/A</u>	

Subject to the terms and conditions of this Agreement, CSA agrees to service the Equipment listed below or in any Addendum(s) to this Agreement at the charges stated herein or therein. For newly installed Equipment, the Start Date is provided in Paragraph 1 of the Additional Terms and Conditions. The Start Date for previously in place Equipment is \_\_\_\_/\_\_\_\_/\_\_\_\_.  
\*Each Image is equal to 1 printed page except for Océ brand Wide Format products in which case each Image is equal to one (1) square foot.

Model	Serial #	Start Meter			Covered Images per unit or Fleet included in Base Charge			Per Image Charge in excess of Covered Images			Base Charge per unit or Fleet	Alt Meter Method*
		B & W	Color		B & W	Color	Long Sheet	B & W	Color	Long Sheet		
DR-G1130											\$3,600.00	
Contact: Bill Limbach		Phone #: 623.930.2236			Fax #:							
Equipment Location: 5850 W Glendale Ave Glendale, AZ 85301						Email Address: blimbach@glendaleaz.com						
Contact:		Phone #:			Fax #:							
Equipment Location:						Email Address:						
Contact:		Phone #:			Fax #:							
Equipment Location:						Email Address:						
Contact:		Phone #:			Fax #:							
Equipment Location:						Email Address:						

Subtotal from Supplemental Addendum		
<b>CUSTOMER SATISFACTION POLICY</b>		Subtotal
If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. This policy shall apply for 3 years from the date of installation or for the initial term of any CFS Lease, if longer, provided you are not in default of this Agreement and such maintenance services have not been canceled or terminated.		\$3,600.00
		Tax
		Total

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

Customer's Authorized Signature [Signature]  
Printed Name As Thomas P. Duenning Title Asst. City Manager Date 3-17-16

SER-023 January 2016 CSA  
ATTEST: [Signature] City Clerk  
Approved as to form [Signature] City Attorney

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

**1. TERM.** Maintenance under this Agreement shall start on the date (the "Start Date") of installation for newly installed equipment (inclusive of standard embedded Canon brand software) (the "Equipment") covered under toner inclusive service. For all other newly installed Equipment, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The Start Date is stated on the face page for all previously in place Equipment. (a) The initial term specified on the face page shall renew for successive 12 month 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. You shall have the right to terminate this Agreement during any renewal term with 30 days advance written notice to CSA. **2. CHARGES.** Base charges shall be billed in advance and per image charges, shall be billed in arrears. Invoices shall be due and payable within 30 days of the invoice date unless otherwise stated on the invoice. Applicable taxes shall be added to the charges. If payments are late, (i) you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law and (ii) CSA may charge you and you agree to pay, a late charge equal to five percent (5%) of the amount due for each billing period or portion of a billing period such payment is delayed or \$10 as reasonable collection fees, not to exceed the maximum amount permitted by law. If the Standard Price Plan is selected on the face side, during the initial term, the charges specified on the face page are subject to an annual increase up to 10% (as determined by CSA in its sole discretion) either (i) on each anniversary of the start date or (ii) once in each calendar year if you have selected the Aggregate Coverage Plan. Fixed Price Plans shall not increase during the initial term. If you have selected CFS on the face page as the billing entity, your maintenance charges will appear on your periodic lease invoice along with standard lease charges. CFS will remit your payment of maintenance charges to CSA upon receipt. (a) Consumables inclusive service includes replenishment of consumables specified on the face page for exclusive use with the Equipment. CSA may terminate this Agreement if you use the consumables in a different manner. In the event your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, as determined by CSA, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required during the term. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement. (b) If you have selected the Fleet or Aggregate Coverage Plan, the Base Charge and the Covered Images shall apply to all of the Equipment on the Schedule unless otherwise indicated. If specified on the face page that the Listed Items are being added to an existing Fleet Coverage Plan under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (c) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (d) Unless otherwise indicated on the face page, you authorize CSA to use networked features of the Equipment including ImageWARE Remote to receive software updates, activate features/new licenses and/or transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement. (e) You agree to provide meter readings to CSA, if applicable, in accordance with the meter read option selected and CSA's normal procedures. If you selected CSA's eManage website, you shall complete CSA's registration process governing access to and use of such website. CSA may change your meter read options from time to time upon 60 days notice. If CSA does not receive timely meter readings from you, you agree to pay invoices that reflect CSA's estimates of meter readings. CSA reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle. **3. COVERED SERVICE.** CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, except holidays). (a) You shall afford CSA reasonable access to the Equipment to perform on-site service. CSA may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside CSA's service territory. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of this Agreement as to such Equipment and refund the unearned portion of any prepaid charges hereunder. Parts or Equipment replaced or removed by CSA in connection with maintenance services hereunder shall become the property of CSA and you disclaim any interest therein. (b) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment ("Embedded Software"), but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Embedded Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. CSA shall also use reasonable efforts to provide Level 1 support for the Embedded Software. Level 1 support consists of providing help-line telephone assistance in operating the Embedded Software and identifying service problems, facilitating contact between you and the developer of the Listed Software to attempt to rectify such problems and maintaining a log of such problems to assist in tracking the same. Embedded Software as used herein does not include separately-priced application software supplied by CSA to you under any separate acquisition agreement, and support therefor shall be solely governed by the provisions thereof. **4. NON-COVERED SERVICE.** The following services, and any other work beyond the scope of this Agreement, shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumable supply item, including, without limitation, paper, toner, ink, waste containers, fuser oil or staples (except for toner inclusive service to the extent provided in Subparagraph 2(a) above), other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software which

are not supplied by CSA and which cause abnormally frequent service calls or service problems; service performed by personnel other than CSA personnel; accident; use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation or relocation of Equipment; (d) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment; (e) work which you request to be performed outside of CSA's regular business hours; or (f) repair of any network/system connection device, except when listed on face page. **5. DATA.** You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an available option for the Equipment, which may include (x) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (y) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 5 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data. **6. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY.** CSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE EQUIPMENT AND SOFTWARE OR ANY METER READ COLLECTION METHOD PROVIDED BY CSA. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE SERVICE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE EQUIPMENT, SOFTWARE OR METER COLLECTION METHODS. CSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **7. DEFAULT.** You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, including making prompt undisputed payments when due. CSA may withhold service under this Agreement in whole or in part until any delinquent payment is received by CSA. CSA may terminate this Agreement in whole or in part upon your default with thirty (30) days notice to you, unless such default is cured by you within the thirty (30) day period. If an overdue payment is disputed in good faith within thirty (30) days after the due date thereof, you shall pay all undisputed amounts and promptly make a good faith effort to resolve such dispute with CSA. In the event of your default, CSA may, without limiting its other rights and remedies available under applicable law and this Agreement, require you to pay all charges then due but unpaid, including any applicable late charges, plus an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges per Section 2(b). You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty. **8. GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS COMMENCED BY YOU AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT AND REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH SUITS ARE BASED, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM. ANY SUIT BETWEEN THE PARTIES HERETO, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM. **9. ENTIRE AGREEMENT.** This Agreement shall be binding upon your signature and upon the installation of the Equipment by CSA or commencement of the covered services if this Agreement is for renewal of a prior maintenance agreement or for equipment previously installed. This Agreement constitutes the entire agreement between the parties with respect to the furnishing of maintenance service for the Equipment, superseding all previous proposals and agreements, oral or written. All provisions of this Agreement including Section 5, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement not contained on the original of this Agreement shall be binding upon CSA as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by both you and a designated representative of CSA. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent shall be void. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Equipment and Software, except to the extent set forth on the original of this Agreement. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.



**MAINTENANCE AGREEMENT ADDENDUM**

CANON SOLUTIONS AMERICA

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

		Related Acquisition Agreement Number: <b>S0515619</b>	
Customer: <b>City of Glendale / City Clerk's Office</b>			
Street Address: <b>5850 W Glendale Ave</b>		City: <b>Glendale</b>	State: <b>AZ</b> Zip: <b>85301</b>
Equipment Description: <b>DR-G1130 service contract</b>			

WHEREAS, Canon Solutions America, Inc. ("CSA"), and the above-described Customer ("you") have determined that it is in their mutual benefit to enter into this Maintenance Agreement Addendum ("Addendum") to the above-described Maintenance Agreement ("Agreement"). All capitalized terms used below that are not defined in this Addendum shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

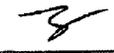
1. Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Agreement shall be modified as follows:
  - a. Paragraph 8: Paragraph 8 is amended by changing "All references from the State of New York and the City of New York to reflect the State of Arizona."
2. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.
3. In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

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

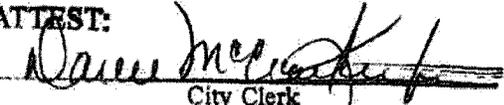
Canon Solutions America, Inc.

By:   
 Name: Steven Giuliano  
           VP, Business Operations  
 Title: \_\_\_\_\_  
 Date: 3/23/16

City of Glendale / City Clerk's Office

By:   
 Name: Thony F. Duencino  
 Title: Asst. City Manager  
 Date: 3-17-16

ATTEST:

  
 City Clerk

Approved ~~as~~ to form

  
 City Attorney

