



CANON SOLUTIONS AMERICA

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

MAINTENANCE AGREEMENT

Related Acquisition Agreement # S0220293.02

Salesperson Jeffrey V. Yetter Order Date: 9 / 20 / 2013

Customer ("you"):		Customer Account:		Equipment Location:		Customer Account:	
Company: INDIAN HILL EXEMPTED VILLAGE SCHOOL				Company: INDIAN HILL EXEMPTED VILLAGE SCHOOL			
Address: 6855 DRAKE RD				Address: Please View Below			
City: CINCINNATI		County: HAMILTON		City:		County:	
State: OH	Zip: 45243-2737	Phone #: 513.272.4513		State:	Zip:	Phone #:	
Contact: Julia Toth		Fax #:		Contact:		Fax #:	
Email: julia.toth@ih.k12.oh.us				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.			

Maintenance Billing Entity		PO Required		Meter Read Collection Options	
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	
Base Charge Billing Cycle		Initial Term		Coverage Plan	
<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other _____		60 Months (min. 12)		<input type="checkbox"/> Per Unit <input checked="" type="checkbox"/> Fleet <input type="checkbox"/> Aggregate If adding the Equipment below to existing an Aggregate, provide either a contract # or serial # under Aggregate.	
Excess Per Image* Charge Billing Cycle		Price Plan		Consumables Inclusive	
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other <u>Annually</u>		<input checked="" type="checkbox"/> Standard <input type="checkbox"/> Fixed		<input checked="" type="checkbox"/> Toner (excludes clear) <input type="checkbox"/> Other _____	

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 B & W Color	Covered Images per unit or Fleet included in Base Charge All aggregate images should be listed per unit. B & W Color	Per Image Charge in excess of Covered Images B & W Color	Base Charge per unit or Fleet	Alternate Meter Method*
IRADV8295			1,450,002	0.004100	\$5,945.01	
Contact: Carol <i>Carol Anderson</i>		Phone #: 513-272-4500		Fax #:		
Equipment Location: 6100 DRAKE RD Elementary School CINCINNATI, OH 45243-2737				Email Address:		
IRADV8295						
Contact: Craig JoAnne		Phone #: 513-272-4500		Fax #:		
Equipment Location: 6207 DRAKE RD Primary School CINCINNATI, OH 45243-2737				Email Address:		
IRADV8295						
Contact: Donna Frickman		Phone #: 513-272-4500		Fax #:		
Equipment Location: 6865 DRAKE RD High School - Media CINCINNATI, OH 45243-2737				Email Address:		
IRADV8295						
Contact: Donna Frickman		Phone #: 513-272-4500		Fax #:		
Equipment Location: 6865 DRAKE RD High School - Front CINCINNATI, OH 45243-2737				Email Address:		

Subtotal from Supplemental Addendum		
CUSTOMER SATISFACTION POLICY If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. This policy shall apply for 3 years from the date of installation or for the initial term of any CFS Lease, if longer, provided you are not in default of this Agreement and such maintenance services have not been canceled or terminated.		Subtotal
		Tax
		Total
		\$5,945.01

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: JULIA J. TOTH Title: TREASURER Date: 9/26/2013

ADDITIONAL TERMS AND CONDITIONS

S0220293.02

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, 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 suppliers 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 supplier of the Listed Software 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. You acknowledge that CSA is not the developer of any of the Embedded Software or other software and other than the foregoing, support for software is not provided under this Agreement.

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 (other than by CSA); (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, prior to return or other disposition of the Equipment, utilize the Hard Disk Drive (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 (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data or (c) 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 PERSONAL INJURY OR PROPERTY 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 OR CORRUPTION OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR OTHER INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE EQUIPMENT, SOFTWARE OR METER COLLECTION METHODS, 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 services 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 an officer 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.

9/20/2013



CANON SOLUTIONS AMERICA

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

**MAINTENANCE AGREEMENT
 EQUIPMENT ADDENDUM**

This document is to be utilized to supplement a new Maintenance Agreement with additional lines for Equipment.

Salesperson Jeffrey V. Yetter Order Date: 9 / 20 / 2013

Customer ("you"):		Customer Account: 1491273	
Company: INDIAN HILL EXEMPTED VILLAGE SCHOOL			
Address: 6855 DRAKE RD			
City: CINCINNATI		County: HAMILTON	
State: OH	Zip: 45243-2737	Phone #: 513.272.4513	
Contact: Julia Toth		Fax #:	
Email: julia.toth@ih.k12.oh.us			

For each unit of Equipment listed below, specify contact and Equipment location in the relevant spaces allotted for each unit of Equipment.

Meter Read Collection Options
 imageWARE Remote unless noted in table below*
 W = eManage website

Model	Serial #	Start Meter B & W Color	Covered Images per unit or Fleet included in Base Charge B & W Color	Per Image Charge in excess of Covered Images B & W Color	Base Charge per unit or Fleet	Alternate Meter Method*
IRADV8295						
Contact: Sherry <i>Sherry Murrell</i>		Phone #: 513-272-4500		Fax #:		
Equipment Location: 6845 DRAKE RD Middle School CINCINNATI, OH 45243-2737				Email Address:		
IRADV8295						
Contact: Sherry <i>Sherry Murrell</i>		Phone #: 513-272-4500		Fax #:		
Equipment Location: 6845 DRAKE RD Middle School CINCINNATI, OH 45243-2737				Email Address:		
IRADV6255						
Contact: <i>Julie Toth Barb Leonard</i>		Phone #: 513-272-4500		Fax #:		
Equipment Location: 6200 DRAKE RD Transportation CINCINNATI, OH 45243-2737				Email Address:		
IRADV6255						
Contact: Craig JoAnne		Phone #: 513-272-4500		Fax #:		
Equipment Location: 6207 DRAKE RD Primary School CINCINNATI, OH 45243-2737				Email Address:		
IRADV6255						
Contact: Donna Frickman		Phone #: 513-272-4500		Fax #:		
Equipment Location: 6865 DRAKE RD Guidance CINCINNATI, OH 45243-2737				Email Address:		
IRADV6255						
Contact: Julie Toth		Phone #: 513-272-4500		Fax #:		
Equipment Location: 6855 DRAKE RD District Office CINCINNATI, OH 45243-2737				Email Address:		
IRADV6255						
Contact: Julie Toth		Phone #: 513-272-4500		Fax #:		
Equipment Location: 6855 DRAKE RD District Office CINCINNATI, OH 45243-2737				Email Address:		

Carry forward to Face side of Agreement Subtotal Included

BY YOUR SIGNATURE BELOW, YOU REQUEST THAT CSA PROVIDE SERVICE ON THE EQUIPMENT LISTED ABOVE IN ACCORDANCE WITH ALL OF THE TERMS AND CONDITIONS OF THE ABOVE REFERENCED AGREEMENT. THIS ADDENDUM SHALL BECOME EFFECTIVE AS PROVIDED IN PARAGRAPH 9 OF THE ADDITIONAL TERMS AND CONDITIONS OF THE REFERENCED AGREEMENT. EXCEPT AS PROVIDED HEREIN, THE ABOVE REFERENCED AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer's Authorized Signature *JULIA J. TOTH*
 Printed Name JULIA J. TOTH Title TREASURER Date 9/20/2013



CANON SOLUTIONS AMERICA

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Address: 6855 DRAKE RD			
City: CINCINNATI		County: HAMILTON	
State: OH	Zip: 45243-2737	Phone #: 513.272.4513	
Contact: Julia Toth		Fax #:	
Email: julia.toth@ih.k12.oh.us			

For each unit of Equipment listed below, specify contact and Equipment location in the relevant spaces allotted for each unit of Equipment.

Meter Read Collection Options
 imageWARE Remote unless noted in table below*
 W = eManage website

Model	Serial #	Start Meter B & W Color	Covered Images per unit or Fleet included in Base Charge B & W Color	Per Image Charge in excess of Covered Images B & W Color	Base Charge per unit or Fleet	Alternate Meter Method*
IRADV4025						
Contact: Julia Toth <i>Brenda Clark</i>		Phone #: 513.272.4513		Fax #:		
Equipment Location: <i>6865</i> 6855 DRAKE RD Athletic Department CINCINNATI, OH 45243-2737				Email Address: julia.toth@ih.k12.oh.us		
Contact:		Phone #:		Fax #:		
Equipment Location:				Email Address:		
Contact:		Phone #:		Fax #:		
Equipment Location:				Email Address:		
Contact:		Phone #:		Fax #:		
Equipment Location:				Email Address:		
Contact:		Phone #:		Fax #:		
Equipment Location:				Email Address:		
Contact:		Phone #:		Fax #:		
Equipment Location:				Email Address:		
Contact:		Phone #:		Fax #:		
Equipment Location:				Email Address:		
Contact:		Phone #:		Fax #:		
Equipment Location:				Email Address:		
Contact:		Phone #:		Fax #:		
Equipment Location:				Email Address:		
Contact:		Phone #:		Fax #:		
Equipment Location:				Email Address:		
Carry forward to Face side of Agreement					Subtotal	Included

BY YOUR SIGNATURE BELOW, YOU REQUEST THAT CSA PROVIDE SERVICE ON THE EQUIPMENT LISTED ABOVE IN ACCORDANCE WITH ALL OF THE TERMS AND CONDITIONS OF THE ABOVE REFERENCED AGREEMENT. THIS ADDENDUM SHALL BECOME EFFECTIVE AS PROVIDED IN PARAGRAPH 9 OF THE ADDITIONAL TERMS AND CONDITIONS OF THE REFERENCED AGREEMENT. EXCEPT AS PROVIDED HEREIN, THE ABOVE REFERENCED AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer's Authorized Signature *JULIA J. TOTH*
 Printed Name JULIA J. TOTH Title TREASURER Date 9/20/2013



CANON SOLUTIONS AMERICA

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

LEASE UPGRADE, TRADE-IN, RETURN OR BUY-OUT
REIMBURSEMENT ADDENDUM TO AGREEMENT #
S0220293.02 (the "AGREEMENT")

Customer ("You"): Customer Account: 1491273
Company: INDIAN HILL EXEMPTED VILLAGE SCHOOL
Address: 6855 DRAKE RD
City: CINCINNATI County: HAMILTON
State: OH Zip: 45243-2737 Phone #: 513.272.4513
Email: julia.toth@ih.k12.oh.us

Buy-out Reimbursement
\$ _____ to be paid under the circumstances described in
Section 1 below.
Payable to: [] You [] Canon Financial Services, Inc.
Reason for check issuance: _____

Lease Upgrade or Buy-out Acknowledgement
If this transaction includes a lease upgrade or buy-out to be paid upon delivery and
acceptance of the Equipment listed on the Agreement, select one of the following:
[] Not Applicable
[] You will return the equipment to the leasing company according to the terms
and conditions of your lease agreement.
[X] CSA will return the equipment to the leasing company per Section 2 below.
[] You will retain the equipment. If so, will the equipment remain under a CSA
Maintenance Agreement? Yes [] No []
[] CSA will pick up the equipment for Trade In.
List the leasing company and lease number associated with any lease upgrade or buy-out.
Leasing Company Name Lease Number
CFS 0010290788-003

Return Authorization
Please select one:
[] Trade-In
Please note that any applicable trade-in credit is reflected in the periodic lease
payments or purchase price as specified in the Agreement.
Equipment Condition: [] Good Working Condition [] As is condition
[X] Return Equipment to selected Leasing Company
[X] Canon Financial Services
[] Return Equipment to CSA. Original Order Date _____
Pick-Up Information:
[] Same Date as Delivery of Listed Items specified on the Agreement.
[] Other Specified Date: ____ / ____ / ____
(contact no longer than 30 days after delivery of Listed Items under Agreement)
Contact Name: _____ Phone: _____
E-Mail: _____
Special Removal Instructions: _____

Table with columns: Return Code, Item Code, Description, Serial #, Meter Reading, Equipment location, if different than above, Contact Name & Phone, Email, Alt. Pick Up Date. Includes handwritten notes for equipment locations like '6807 Drake Rd' and '6845 Drake Rd'.

Return Codes: Trade-In:TRD Return to CFS:R-CFS Return to CIT:R-CIT Return to CSA:R-CSA

You have agreed to acquire from CSA certain Listed Items pursuant to the Agreement. By your signature below, you agree to supplement the terms of the Agreement as follows:
1. If Buy Out Reimbursement is selected: The Buy-Out Reimbursement indicated above will be paid directly to the designated party by CSA upon installation and testing of the Listed Items and payment to CSA (by you or by the Leasing Company) of the purchase price for the Listed Items. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for (a) early termination of the lease of the Trade-in or Return Equipment or for other equipment being replaced by the Listed Items under the Agreement, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of Listed Items. You acknowledge and agree that CSA's financial obligation is limited to the Buy-Out Reimbursement amount, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement.
2. If Trade-in Equipment or Return to Leasing Company is selected: You hereby authorize CSA to pick up the Trade-in or Return Equipment listed above. You agree to pay CSA's removal charges if, on the date specified above, the Trade-in or Return Equipment is unavailable for pickup and removal through no fault of CSA. Trade-in Equipment shall be conveyed to CSA, and (a) you represent that CSA will receive good and marketable title to each unit of Trade-in Equipment, free and clear of any and all liens and leasehold interests, (b) you warrant that the Trade-In Equipment will be delivered to CSA (unless specified above that the trade-in is on an "As Is" basis) in good working condition, reasonable wear and tear excepted, and (c) you shall make the Trade-In Equipment available for pickup by CSA on the relevant date specified above. If you breach or fail to comply with any of the foregoing, CSA may, without limiting its other remedies under applicable law, return the Trade-In Equipment to you (at your expense both for the return and the original pickup) and rescind, or require you to refund to CSA, promptly upon receipt of CSA's invoice, the full amount of any trade-in credit reflected in the Agreement (which amount shall equal the fair market value of such Trade-In Equipment, as determined by CSA). Return Equipment shall be shipped to the Leasing Company specified above, and CSA's sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment and to arrange, on your behalf and at CSA's expense and risk (but only to the extent of obvious damage in transit), for the shipment of the Return Equipment to the Leasing Company.
3. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon Your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

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

Customer's Authorized Signature [Signature]
Printed Name JULIA J. TOTH Title TREASURER Date 9/20/2013
SLS-0048 May 2013 CSA



CANON SOLUTIONS AMERICA

SUBSCRIPTION SUPPORT SERVICES AGREEMENT

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

Salesperson / Analyst Jeffrey V. Yetter Order Date: 9 / 20 / 2013

Customer ("You"): Customer Account: 1491273
Company: INDIAN HILL EXEMPTED VILLAGE SCHOOL
Address: 6855 DRAKE RD District Office
City: CINCINNATI
State: OH Zip: 45243-2737 Phone #:
Contact: Fax #:
Email:
Related Agreement # (if applicable): S0220293
Agreement Term: [] Months (max 12 months)
[] Lease Term
Payment Terms: [] Net 30
[] Bill with my CFS Lease Payment
[] Credit Card:
Requires submission of secure credit card authorization form.
Customer P.O. Number:

Table with 5 columns: Ordered Qty, Item Code, Description, Price, Extended Price. Row 1: 1, 1396V767, SUBSCRIPTION SUPPORT SERVICES 25 UNIT BLOCK, \$1,465.00, \$1,465.00. Summary rows for Total, Sales Tax, Total Due.

TERMS AND CONDITIONS

(continued on page 2)

1. Term. The term of this Agreement (the "Term") shall continue until the earlier of (a) the units of Subscription Support Services specified above ("Units") are consumed or (b) for either (as indicated above) the number of months indicated above beginning on the Order Date or the end of the term of the applicable CFS lease.

2. Included Services. Under this Agreement, Canon Solutions America, Inc. ("CSA") will provide to you Subscription Support Services ("Services") consisting of on-site support for CANON and select third party software and hardware solutions. Services will be provided by CSA at the Resource Level based upon your resource selection or description of the scope of work to be performed. Services will be provided during CSA's local regular business hours (8:30 A.M - 5:00 P.M. Monday through Friday, excluding holidays). Any pre-approved scheduled work beyond these hours will be billed at a premium rate.

3. Effective Rates. Units are available to you under this Agreement based upon the Resource Level utilized to perform the Services:

Table with 3 columns: Resource Level, Units Per Hour, Min Hours per Engagement. Rows: National Consulting and Support ("NCS") Engineers (4, 8), Production Analyst (4, 8), Local Systems Analyst (3, 1), Local Systems Engineer (3, 1), Product Trainer (2, 1*).

* Subject to Course minimum requirements if applicable

(continued on page 2)

BY THE SIGNATURE OF YOUR AUTHORIZED SIGNATORY BELOW, YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF 2 PAGES, AND YOU AGREE TO PURCHASE THE QUANTITY OF UNITS SPECIFIED ABOVE, ON THE TERMS AND CONDITIONS ABOVE AND AS CONTINUED ON PAGE 2 HEREOF.

Customer's Authorized Signature [Signature]
Printed Name JULIA J. TOTH Title TREASURER Date 9/20/2013

TERMS AND CONDITIONS

(continued from page 1)

4. Utilization Procedure. Services will be provided during the 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 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 Services covered by this Agreement or the Resource Levels available hereunder. Units unused upon the expiration of the Term are non-refundable. If Services requested by you, or completion of ongoing Services, will require Units in excess of the unused quantity available hereunder, 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.

5. Performance of Services. Services will be performed by CSA personnel or its designee at your business locations located within CSA's servicing area. CSA personnel, while on-site at your premises, shall comply with your reasonable security and other such policies of which CSA has been informed by you in writing. You will provide to CSA's personnel appropriate workspace and other assistance as may be reasonably required for the performance of the Services. You acknowledge that the performance by CSA of 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 "Finance through my CFS Lease" option is selected on page 1 hereof, the total purchase price specified on page 1 hereof 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 Services until such payment has been made. If payments are late, CSA may charge you and you agree to pay a late charge equal to the higher of ten percent (10%) of the amount due or ten dollars (\$10) as reasonable collection fees, not to exceed the maximum amount permitted by law.

(b) If the "Finance through my CFS Lease" option is selected on page 1 hereof, the total purchase price specified on page 1 shall be financed by the lessor (Canon Financial Services, Inc.) through the applicable lease, as provided herein, over the initial term of the applicable lease.

7. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY. CSA WARRANTS THAT IT WILL PERFORM 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 SERVICES. CSA SHALL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY 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 OR CORRUPTION OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR OTHER INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE YOUR EQUIPMENT OR SOFTWARE, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CSA'S LIABILITY TO YOU HEREUNDER OR IN CONNECTION WITH THE SERVICES EXCEED THE AGGREGATE AMOUNT PAID BY YOU TO CSA PURSUANT TO THIS AGREEMENT.

8. 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 Services to you hereunder. You further agree, with respect to any former employee of CSA who was involved in providing 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.

9. Confidentiality. CSA shall use commercially reasonable efforts during the recruiting, training and supervision of its personnel providing Services to advise that they shall refrain from using except in connection with the Services, and shall not disclose to any third parties, any of your business or financial information of a proprietary nature.

10. Default. If you fail to pay any amounts within 15 days after the same are due and payable under this Agreement, (or under the CFS lease, if the Units have been financed there under), or if you or CSA fails to perform in any material respect any other obligation hereunder within thirty (30) days after written notice thereof from the other party, the non-defaulting party may terminate this Agreement upon written notice to the other party. Any such termination shall be without limitation of the rights and remedies of the non-defaulting party under applicable law. CSA shall not be required to accept any request for Services, or continue performance of ongoing Services, at any time that any amount is hereunder (or the CFS lease) is due and unpaid.

11. Miscellaneous. This Agreement shall be binding upon the parties upon execution. In rendering Services hereunder, CSA shall be acting as an independent contractor and shall not be deemed your employee or agent. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties. This Agreement constitutes the entire agreement between the parties with respect to the Services and shall supersede all prior agreements, if any, between the parties relating to the Services provided hereunder. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representations as are specifically set forth herein. No modification, amendment, addendum to or waiver of this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties. 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. A failure of either party to exercise any right provided for herein shall not be deemed a waiver of any right under this Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent shall be 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.

12. Choice of Law and Forum. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK. 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 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 SUIT BETWEEN THE PARTIES HERETO, OTHER THAN FOR 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.

13. ELECTRONIC ACCEPTANCE. 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.