

**STRONGSVILLE BOARD OF EDUCATION
JUNE 3, 2021
REGULAR MEETING**

The Regular Meeting of the Strongsville Board of Education and any other items germane to the Board of Education was called to order at 7:00 p.m. on Thursday, June 3, 2021, at the **Administration Building, Meeting Room, 18199 Cook Avenue, Strongsville, Ohio**, by Vice-President, Laura Wolfe-Housum.

All members of the Board and media were notified of this meeting in compliance with Section 121.22 O.R.C., effective November 28, 1975.

The following Board Members answered Roll Call: Mrs. Bissell, Mrs. Buckner-Sallee, Mrs. Housum, and Mr. Roberts. Mr. Micko arrived at 7:10 p.m.

Others present were: Dr. Cameron Ryba, Superintendent; Mr. George Anagnostou, Treasurer; Ms. Jenni Pelko, Assistant Superintendent; Mr. Dave Binkley, Director of Technology; and Mr. Stephen Breckner, Operations Manager.

This meeting was videotaped and is part of the official minutes.

PLEDGE OF ALLEGIANCE

DISTRICT GOALS

Student Achievement is the District's number one goal and is balanced against Financial Prudence. Helping with both goals is Community Engagement.

PUBLIC COMMENT

No public comment.

RECOGNITION

A. STRONGSVILLE MIDDLE SCHOOL ATHLETICS – OHSAA STATE QUALIFIER – TRACK AND FIELD

Presenter: Ms. Danielle Blackman, Track and Field Coach

▫ *Jackson Griffin*

PUBLIC HEARING

A. Safe Return to In-Person Instruction and Continuity of Services Plan

The District must have a public hearing and submit a plan for a "Safe Return to In-Person Instruction and Continuity of Services" to the State by June 24, 2021. Dr. Ryba explained there are specific criteria and requirements that must be met and how ESSER funds (federal funds given to the State and allocated to school districts) can be utilized. Dr. Ryba shared in detail a rough draft of a plan that will be shared with families in an upcoming communication.

1. Policies for Mitigation Strategies (Health and Safety)

Universal and Correct Wearing of Facial Coverings

Physical Distancing

Handwashing and Respiratory Etiquette

Cleaning and Maintaining Healthy Facilities

PUBLIC HEARING (continued)

A. Safe Return to In-Person Instruction and Continuity of Services Plan (continued)

1. Policies for Mitigation Strategies (Health and Safety) (continued)

Contact Tracing, Isolation, and Quarantines

Diagnostic and Screening Testing

Efforts to Provide Vaccinations

Health and Safety Accommodations for Children with Disabilities

2. Continuity of Services

Academic Services

Social Emotional/Mental Health Services

Food Services

3. Periodic Review

Review and Revision Procedures

Internal Review

Public Input/Revision Opportunities

4. ESSER II and ESSER III Funds

Summer Learning Programming

Instructional Support

Social Emotional Support

Administrative Support

Instructional Technology

Software/Tech Solutions

Supplies

Curriculum/Professional Development

Capital Improvements/Equipment

5. Board and Community Feedback

Dr. Ryba answered questions. He explained why some items may not be on the list. Dr. Ryba welcomes specific suggestions and feedback. It will be determined whether the suggestions qualify or not. Mr. Anagnostou added that an overarching criteria is how does the use relate to COVID 19 to prevent, prepare for, and respond to the pandemic. The Board is pleased with the plan. It can be reviewed again in a year.

TREASURER'S REPORT

A. Resolution for the Renewal of an Existing 6.0-Mill Tax Levy for the Purpose of Current Expenses Mr. Anagnostou shared details regarding the renewal of the tax levy.

21-06-01 Moved by Mr. Roberts that a Resolution declaring it necessary to renew all of an existing 6.0-Mill Current Expense Tax Levy and requesting the Cuyahoga County Fiscal Officer to certify the total current tax valuation of the school district and the dollar amount of revenue that would be generated by that renewal levy be approve, seconded by Mrs. Housum and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Housum, yes; Mrs. Bissell, yes;
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.
Motion carried 5-0

(Exhibit A)

TREASURER'S REPORT (continued)

***B. Full-Day Kindergarten Tuition**

Resolution 21-06-02

Be it resolved upon the recommendation of the Treasurer that the District sets tuition for 2021-2022 full-day kindergarten at \$2,200.00 per student. In the event the District is moved to remote learning, tuition will either be reduced or a refund will be issued at \$12.36 per day.

It is further recommended that the Treasurer be charged with collecting tuition and preparing tuition contracts for parents to pay tuition in a lump sum or 2 annual payments. The Treasurer may also grant parents a \$50.00 reduction in tuition if paid in full prior to the beginning of the school year. Students qualifying for free lunch may receive a \$200.00 reduction in tuition and students qualifying for reduced lunch may receive a \$100.00 reduction in tuition.

SUPERINTENDENT'S REPORT

A. SUPERINTENDENT

1. Discussion Item – Elementary Extracurriculars

Dr. Ryba continued the discussion on elementary extracurricular opportunities. He shared details of what has changed since the previous discussion based on the feedback received. The objective is to offer an opportunity in each of five categories; 1. Service Learning; 2. Arts; 3. Athletics, Health, and/or Fitness; 4. STEM; and 5. Building Choice. The goals are to offer opportunities for all grades, impact the greatest number of students, offer a variety of opportunities, and possibly look at semester options. Dr. Ryba asked each elementary principal to share five extracurricular opportunities they would like to see at their school. The study included the category, grades affected, enrollment limits, frequency of meetings, meeting time, whether it would be open to other schools, if it is a new opportunity or already in place, and prioritization. The principals also shared what input influenced their recommendations.

Dr. Ryba referred to the Board for discussion and direction on next steps.

Dr. Ryba answered questions. The cost for three elementary extracurriculars at each building would be an additional \$28,000 (Student Council plus two more). The cost to add three new opportunities would be \$42,000 (Student Council plus three more). It was asked whether these programs may qualify for ESSER funds. Dr. Ryba and Mr. Anagnostou will look into this option, but ESSER funds would only cover three years of expense. Using ESSER funds may cut into something else that was already tagged for these funds.

Dr. Ryba shared enrollment numbers for each elementary school. The cost for four options at three buildings and a fifth option at the larger two buildings would be an additional \$47,500. To add a fifth opportunity at each building would cost \$56,000. After much discussion, consensus was to move forward with four categories or three additional opportunities at each elementary school with an additional budget of \$42,000.

***2. Ohio High School Athletic Association Membership – 2021-2022 School Year**

Resolution 21-06-03

Be it resolved upon the recommendation of the Superintendent that membership in the Ohio High School Athletic Association be authorized for the 2021-2022 school year. Membership requires that Strongsville City Schools conduct their athletic programs in accordance with the Constitution, Bylaws, Regulations, Business Rules, Interpretations, and Rulings of the Ohio High School Athletic Association.

(Exhibit B)

SUPERINTENDENT'S REPORT (continued)

A. SUPERINTENDENT (continued)

***3. Revised School Calendar for 2021-2022 School Year**

Resolution 21-06-04

Be it resolved upon the recommendation of the Superintendent that the Revised School Calendar for the 2021-2022 school year be adopted as presented in the Exhibit.

(Exhibit C)

Dr. Ryba shared the revisions to the academic calendar for 2021-2022 school year.

1. The first day of school was changed from August 17 to August 18 to allow for an additional Professional Development day.
2. Three asynchronous learning days for students were added to allow for professional development. Asynchronous learning days will be October 18, February 18, and March 14.
3. All early release days were eliminated.

B. BUSINESS SERVICES

1. Discussion Item – Substitute Bus Drivers

Mr. Breckner discussed the shortage of bus drivers and substitute bus drivers. He proposed contract language that new transportation hires would sign. The District would pay for training. The new hires would receive stipends as they reach specific criteria. District cost would be approximately \$700 for each new driver to cover training and reimbursement. There would be a two-year timeline. Mr. Breckner stated the goal is to hire five full time substitutes. Mr. Breckner will continue conversation with the union and then will come back to Board with a Memorandum of Understanding (MOU).

2. Discussion Item – Update on Summer Projects

Mr. Breckner shared a list of summer projects to be done at each building.

Early Learning Preschool – A rock wall was donated and needs to be installed. Rewiring of the main office for new cabinets.

Chapman - Gaga pit and sidewalk replacement.

Kinsner - Sidewalk replacement.

Muraski - Build a storage unit inside the building.

Surrarrrer - Gaga pit, sidewalk extension and sidewalk replacement, wall installed in the media center, soffit repair and lighting replacement.

Whitney - Gaga pit, sidewalk drainage project and sidewalk replacement.

High School – Acid neutralization tank repair/replacement, Installation of SIMB shed to be purchased by Strongsville Instrument Music Boosters.

Vacant Property - Allen sidewalk investigation and possible elimination.

3. Discussion Item – Tennis Court Rental

Mr. Breckner shared a history of the District's tennis courts. A decision was made to install six new tennis courts to accommodate the Districts' tennis teams and students for physical education classes. Money from the bond issue was used to finance this project. The reason for discussion is that the District has been approached by many people for permission to access the new courts. These courts are kept locked and currently, are not available for general public use without rental costs. These people do not want to rent, they just want to play, practice, and/or train. Through conversation, Mr. Breckner learned that the Boosters may be interested in renovating the old tennis courts and that the city may address playability issues for their tennis courts in the future.

SUPERINTENDENT'S REPORT (continued)

B. BUSINESS SERVICES (continued)

3. Discussion Item – Tennis Court Rental (continued)

Mr. Breckner shared three options to consider; 1. Leave gates locked at all times and do not allow community use of the new courts; 2. The public will be permitted to use the new courts under our existing rental procedures and rates which also includes an insurance waiver; 3. Make the new courts available to community residents at designated times, however, entry would have to be managed with key card system. Cameras would also need to be installed. With the keycard system and cameras, a power source would have to be established. Mr. Breckner shared additional options to consider. Discussion was had and questions answered.

Mrs. Kosek, City Council Member, shared that the City has a plan to repair city tennis courts but she is not sure of the timeline. There is a committee meeting on June 21. Mrs. Kosek hopes to have a better idea of the timeline but does not believe the repairs will happen this summer.

The Board asked Mr. Breckner to gather cost information and to think about any downsides to having the tennis courts open for the community. They asked him to bring the information back to the Board.

4. District Servers (001-General Fund)

21-06-05 Moved by Mr. Roberts that the Operations Manager be authorized to purchase three (3) new servers for the district from Acuity-VCT in the amount of \$46,380.00 additionally to include yearly maintenance and upgrade cost of \$4,420.00 for a total of \$50,800.00. Funding to be from the General Fund, seconded by Mrs. Housum and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Housum, yes; Mrs. Bissell, yes;
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.
Motion carried 5-0

(Exhibit D)

5. Copier/Printer Lease Agreement (003-Permanent Improvement Fund)

21-06-06 Moved by Mr. Roberts that the Board of Education approves the awarded five (5) year lease agreement for copiers/printers with Meritech, with monthly payments of \$998.54, not to exceed the amount of \$59,912.40 over five (5) years. Funding to be from the Permanent Improvement Fund, seconded by Mrs. Housum and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Housum, yes; Mrs. Bissell, yes;
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.
Motion carried 5-0

(Exhibit E)

SUPERINTENDENT'S REPORT (continued)

C. HUMAN RESOURCES

***1. Resignations – Certificated (001-General Fund)**

Resolution 21-06-07

Be it resolved upon the recommendation of the Superintendent that the following certificated resignations be accepted:

Lilly Makee, Grade 1 Teacher, assigned to Whitney Elementary School. Effective end of day May 28, 2021.

Jenna Rutz, Intervention Specialist, assigned to Strongsville Middle School. Effective end of day May 28, 2021.

Resignation – Non-Certificated Athletic Supplemental (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the following non-certificated athletic supplemental resignation be accepted:

Christopher Scullin	.5 FTE Assistant 8 th Grade Football Coach, SMS
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***2. Appointments – Certificated (001-General Fund)**

Resolution 21-06-08

Be it resolved upon the recommendation of the Superintendent that the following certificated personnel be hired:

Celia Joyce, Social Worker, 184 day contract, salary to be BA/1 at \$45,401.00 per year. Effective August 13, 2021. This is a new wellness funded position.

Robert Vitale, Business Education Teacher, 184 day contract, salary to be BA/0 at \$42,573.00 per year. Effective August 13, 2021. Replacement for Bradley Buening.

Appointments – Summer School 2021 (001-General Fund) (014-Internal Service Rotary Fund) (507 ESSER Funds)

Be it resolved upon the recommendation of the Superintendent that the following certificated personnel be hired as summer school teachers, hours to be verified by the Summer School Administrators. Effective May 27, 2021.

<u>Certified/Licensed</u>	<u>Paid at \$33.39 per hour</u>
Mariam Amer	EL Teacher
Joan Battle	Middle School Book Club, SMS Maker Space Camp
Leah Behymer	EL Teacher
Danielle Blackman	Middle School Mathematics
Nicole Blough-Kowalski	Elementary Teacher
Denise Candow	SEL Counseling
Markus Cunningham	Middle School APEX Learning
Cynthia Daniels	Middle School APEX Learning
Christina Darrah	Elementary Teacher

SUPERINTENDENT'S REPORT (continued)

C. HUMAN RESOURCES (continued)

***2. Appointments – Summer School 2021 (001-General Fund) (014-Internal Service Rotary Fund) (507-ESSER Funds) (continued)**

<u>Certified/Licensed</u>	<u>Paid at \$33.39 per hour</u>
Kenneth Davenport	High School Credit Recovery
Kelly Duplaga	Middle School APEX Learning
Brian Edmonds	High School APEX Learning
TEJ Fishleigh-Lett	Elementary Teacher
Rachel Flynn	Elementary Teacher
Monica Gyerman	Elementary Teacher
Andrew Hire	Orchestra Camp
Emily Husik	Elementary Teacher
Carrie Jancar	SEL Counseling
Julianna Jones	Elementary Teacher
Betsy Krueger	Elementary Teacher
Christine Kvaka	Elementary Teacher
Samuel Lawrence	SEL Counseling
Lynne Lawson	Elementary Teacher
Melanie Liddy	Intervention Specialist
Samantha Lieberman	Elementary Teacher
Susan Lucke	Maker Space Camp
Steffani Miller	Elementary Teacher
Michele Mudryk	High School APEX Learning
Victoria Mullen	Elementary Teacher
Chloe Nelson	Elementary Gifted
Shaelene Priddy	Elementary Teacher
Tonya Rogers	Orchestra Camp
Caricia Scheeff	High School APEX Learning
Eric Schibley	SEL Counseling
Brittany Sermak	High School Credit Recovery
Kristen Shores	SEL Counseling
Megan Sislowksi	SEL Counseling
Julia Smith	Elementary Teacher
Janice Soster	Elementary Teacher
Kimberly Sweigart	Maker Space Camp
Brianne Tabar	Elementary Teacher
Kimberly Taylor	Orchestra Camp
Bryan Voit	Elementary Teacher
Rosemary Vukovic	EL Teacher
Alison Wojowicz	EL Teacher
Sydney Zoloty	Intervention Specialist
 <u>Substitutes</u>	 <u>Paid at \$33.39 per hour</u>
Cassie Ambrose	Elementary Substitute
Mary Darrah	Elementary Substitute
Megan Lang	Elementary Substitute

SUPERINTENDENT'S REPORT (continued)

C. HUMAN RESOURCES (continued)

***2. Appointments – Summer School 2021 (001-General Fund) (014-Internal Service Rotary Fund) (507-ESSER Funds) (continued)**

<u>Non-Certificated</u>	<u>Paid at Step E</u>
Pamela Bischof	Special Education Aide
Renee Flower	Special Education Aide
Sara McKinley	Special Education Aide
Lisa Mraz	Special Education Aide
Candace Savage	Special Education Aide
 <u>Nursing Services</u>	 <u>Paid at \$21.00 per hour</u>
Ted Makiewicz	Licensed Practical Nurse

Appointments – Certificated – Supplemental Contracts Paid Upon Completion (001-General Fund) (014-Internal Rotary Fund)

Be it resolved upon the recommendation of the Superintendent that the following certificated personnel be hired for the 2020-2021 school year. Be it further resolved that these limited contracts be non-renewed for the 2021-2022 school year and that, to comply with Ohio Revised Code, Section 3319.11, the required written notification of the intention to non-renew be included in the limited contract. Salary to be paid prorated.

Rene Roblee	.5 FTE Summer Band Camp
Renee Strong	.5 FTE Summer Band Camp

***3. Change in Full-Time Equivalents – Non-Certificated Athletic Supplemental Contracts (001-General Fund)**

Resolution 21-06-09

Be it resolved upon the recommendation of the Superintendent that the full-time equivalents of the following non-certificated 8th Grade Assistant Football Coaches be changed:

Matthew Hogg	.25 FTE to .5 FTE
P. Christopher Miller	.25 FTE to .5 FTE

CONSENT CALENDAR

21-06-10 Moved by Mr. Roberts to approve the Consent Calendar with a correction to Item C2, Appointments, Celia Joyce paid from wellness funds, not ESSER funds, seconded by Mrs. Housum and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Housum, yes; Mrs. Bissell, yes;
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.
Motion carried 5-0

BOARD OF EDUCATION / OTHER

Mr. Micko shared a brief legislative update on a plan from the State Senate to fund education. This plan is different than the Fair Funding Plan.

EXECUTIVE SESSION

21-06-11 Moved by Mr. Roberts to enter into Executive Session to consider the employment and compensation of a public employee, seconded by Mrs. Housum and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Bissell, yes; Mrs. Housum, yes;
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.
Motion carried 5-0

Entered into Executive Session at 9:15 p.m.

Resumed public session at 11:11 p.m.

ADJOURNMENT

21-06-12 Moved by Mr. Roberts to adjourn the Strongsville Board of Education Regular Work Session, seconded by Mrs. Housum and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Housum, yes; Mrs. Bissell, yes;
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.
Motion carried 5-0

Meeting adjourned at 11:12 p.m.

Richard O. Micko, President

George K. Anagnostou, Treasurer

The Board of Education of the Strongsville City School District, Ohio, met in regular session on June 3, 2021, commencing at 7:00 p.m., in the Meeting Room at the Administration Building, 18199 Cook Avenue, Strongsville, Ohio, with the following members present:

The notice requirements of Section 121.22 of the Revised Code and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

_____ moved the adoption of the following resolution:

A RESOLUTION DECLARING IT NECESSARY TO RENEW ALL OF AN EXISTING 6.0-MILL CURRENT EXPENSE TAX LEVY AND REQUESTING THE CUYAHOGA COUNTY FISCAL OFFICER TO CERTIFY THE TOTAL CURRENT TAX VALUATION OF THE SCHOOL DISTRICT AND THE DOLLAR AMOUNT OF REVENUE THAT WOULD BE GENERATED BY THAT RENEWAL LEVY.

WHEREAS, at an election held in this School District in 2002, the electors of this School District approved the levy of an incremental property tax for current expenses, which, when fully phased in, amounted to 6.0 mills; and

WHEREAS, at an election held in this School District on November 7, 2006, the electors of this School District approved the renewal of all of that 6.0-mill tax levy for the purpose of current expenses for five years; and

WHEREAS, at an election held in this School District on March 6, 2012, the electors of this School District again approved the renewal the 6.0-mill tax levy for five years; and

WHEREAS, at an election held in this School District on November 8, 2016, the electors of this School District again approved the renewal of the 6.0-mill tax levy for five years, the last collection of which tax levy will occur in calendar year 2022; and

WHEREAS, this Board has determined that the continuation of the levy of that tax is necessary for the proper operation of the schools of this School District; and

WHEREAS, in accordance with Section 5705.03(B) of the Revised Code, in order to submit the question of a tax levy pursuant to Section 5705.212 of the Revised Code, this Board must request that the Cuyahoga County Fiscal Officer certify (i) the total current tax valuation of this School District, and (ii) the dollar amount of revenue that would be generated by the renewal levy; and

WHEREAS, in accordance with Section 5705.03(B), upon receipt of a certified copy of a resolution of this Board declaring the necessity of a tax, stating its purpose, whether it is an additional levy, a renewal or a replacement of an existing tax, or the renewal or replacement of an

existing tax with an increase or a decrease, the Section of the Revised Code authorizing the submission of the question of the tax, the term of years of the tax (or that it is for a continuing period of time), that the tax is to be levied upon the entire territory of the School District, the date of the election at which the question of the tax shall appear on the ballot, that the ballot measure shall be submitted to the entire territory of the School District, the tax year in which the tax will first be levied and the calendar year in which it will be first collected and each county in which the School District has territory, and requesting such certification, the County Fiscal Officer is to certify the (i) total current tax valuation of the School District and (ii) dollar amount of revenue that would be generated by the specified number of mills;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Strongsville City School District, Counties of Cuyahoga and Lorain, State of Ohio, that:

Section 1. This Board declares that (i) it is necessary to **renew all of** the School District's an existing **6.0-mill** ad valorem property tax levy outside of the ten-mill limitation for the purpose of **current expenses**, (ii) as authorized by Section 5705.212 of the Revised Code, it intends to submit the question of that renewal levy to the electors of the entire territory of this School District at an election on **November 2, 2021**, and (iii) the District has territory in both Cuyahoga and Lorain Counties. If approved, that tax would be levied upon the entire territory of the School District for a period of **five years**, commencing with a levy on the tax list and duplicate for 2022, to be first collected in calendar year 2023.

Section 2. This Board requests the Cuyahoga County Fiscal Officer to certify to it both (i) the total current tax valuation of this School District and (ii) the dollar amount of revenue that would be generated by the 6.0-mill renewal tax levy specified in Section 1.

Section 3. The Treasurer of this Board is authorized and directed to deliver promptly to the Cuyahoga County Fiscal Officer a certified copy of this resolution.

Section 4. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this resolution were taken, and that all deliberations of this Board and of any of its committees that resulted in such formal actions were held, in meetings open to the public, in compliance with the law.

Section 5. This resolution shall be in full force and effect from and immediately upon its adoption.

_____ seconded the motion.

Upon roll call on the adoption of the resolution, the vote was as follows:

_____	_____	_____	_____
_____	_____	_____	_____

TREASURER'S CERTIFICATION

The above is a true and correct excerpt from the minutes of the regular meeting of the Board of Education of the Strongsville City School District held on June 3, 2021, the date, time and place of which having been established at the Board's organizational session held on January 7, 2021, showing the adoption of the resolution hereinabove set forth.

Dated: June 3, 2021

Treasurer, Board of Education
Strongsville City School District, Ohio

RETURN NO LATER THAN June 30, 2021



BOARD OF EDUCATION/GOVERNING BOARD RESOLUTION

Authorizing 2021-2022 Membership in the Ohio High School Athletic Association

Whereas, **STRONGSVILLE CITY SCHOOL DISTRICT**, District IRN number: **44842**
of 18199 Cook Ave., Cuyahoga County, Ohio

Has satisfied all the requirements for membership in the Ohio High School Athletic Association, a
voluntary unincorporated association not-for-profit; and

WHEREAS, The Board of Education/Governing Board ("Board") and its Administration desire for the
schools with one or more grades at the 7-12 grade level under their jurisdiction to be voluntary
members of the OHSAA;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION/GOVERNING BOARD that all
schools listed on the reverse side of this card do hereby voluntarily renew membership in the OHSAA
and that in doing so, the Constitution, Bylaws, Regulations and Business Rules of the OHSAA are hereby
adopted by this Board as and for its own minimum student-athlete eligibility requirements.
Notwithstanding the foregoing, the Board reserves the right to raise student-athlete eligibility standards
as it deems appropriate for the schools and students under its jurisdiction; and

BE IT FURTHER RESOLVED that the schools under this Board's jurisdiction agree to conduct their
athletics programs in accordance with the Constitution, Bylaws, Regulations, Business Rules,
interpretations and decisions of the OHSAA and cooperate fully and timely with the Executive Director's
office of the OHSAA in all matters related to the interscholastic athletic programs of the schools.
Furthermore, the schools under this Board's jurisdiction shall be the primary enforcers of the OHSAA
Constitution, Bylaws, Regulations, Business Rules and the interpretations and rulings rendered by the
Executive Director's office. The administrative heads of these schools understand that failure to
discharge the duty of primary enforcement may result in fines, removal from tournaments, suspension
from membership and/or other such penalties as prescribed in Bylaw 11.

Date of Resolution June 3, 2021

Mr. Richard O. Micko

President of the Board of Education/Governing Body
(Print)

(Signature)

Dr. Cameron M. Ryba

Superintendent/Head of School

(Signature)

Superintendent/Head of School E- Mail:
cryba@scsmustangs.org



RETURN NO LATER THAN JUNE 30, 2021

SCHOOL(S)

The list below is all schools within your district that will abide by the resolution as printed on the front of this card. **To add or remove any school to or from OHSAA Membership, please attach that request, signed by the superintendent/head of school on school letterhead to this card.**

STRONGSVILLE CITY SCHOOL DISTRICT

High Schools (grades 9-12)

School Name	IRN	School Name	IRN
STRONGSVILLE	036277		

7th and 8th Grade Schools

School Name	IRN	School Name	IRN
STRONGSVILLE MIDDLE SCHOOL	036285		

Strongsville City Schools 2021-22 Academic Calendar

AUGUST

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Aug 11 & 13 - New Teacher Orientation

Aug 16 - Staff Professional Development Day

Aug 17 - Convocation

Aug 18 - First Day for Grs. 1-9 / Kdg. Orientation

Aug 19 - First Day for Kdg. / Grs. 10-12

Aug 23 - First Day for Preschool / PK Orientation Aug 19-20

SEPTEMBER

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Sept 6 - Labor Day

Sept 29 - Grs. 9-12 Parent/Teacher Conf. / School in Session

Sept 30 - Grs. PreK-5 Parent/Teacher Conf. / School in Session

OCTOBER

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Oct 5 - Grs. 6-12 Parent/Teacher Conf. / School in Session

Oct 6 - Grs. PreK-8 Parent/Teacher Conf. / School in Session

Oct 8 - No School

Oct 15 - End of 1st Quarter (Grs. 6-12)

Oct 18 - Remote/Asynchronous Day for Students / Staff PD

NOVEMBER

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Nov 2 - Staff Professional Development Day

Nov 12 - Trimester Ends (Grs. PreK-5)

Nov 24-26 - Thanksgiving Break

DECEMBER

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Dec 16 - Semester Ends (Grs. 6-12)

Dec 17 - Staff Professional Development / Records Day

Dec 20-31 - Winter Break

JANUARY

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Jan 17 - Martin Luther King Jr. Day

FEBRUARY

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

Feb 1 - Grs. PreK-5 Parent/Teacher Conf. / School in Session

Feb 2 - Grs. 9-12 Parent/Teacher Conf. / School in Session

Feb 9 - Grs. PreK-8 Parent/Teacher Conf. / School in Session

Feb 10 - Grs. 6-12 Parent/Teacher Conf. / School in Session

Feb 18 - Remote/Asynchronous Day for Students / Staff PD

Feb 21 - Presidents' Day

Feb 25 - Trimester Ends (Grs. PreK-5)

MARCH

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Mar 11 - End of 3rd Quarter (Grs. 6-12)

Mar 14 - Remote/Asynchronous Day for Students / Staff PD

APRIL

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Apr 15-22 - Spring Break

MAY

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

May 27 - Last Day of School / Early Release

May 27 - End of Quarter / Trimester (PreK-12)

May 29 - High School Commencement

May 30 - Memorial Day

May 31 - No School

CALENDAR KEY

Staff Day / Professional Development

No School for Students/Staff

Remote/Asynchronous Day for Students

Last Day of School / Early Release

Adopted by the Strongsville Board of Education
on January 9, 2020Revised by the Strongsville Board of Education
on ...



26404 Center Ridge Rd. Bldg B1
Cleveland, OH 44145
(440) 808-8980
www.artsentry.com

QUOTE

DATE 05/21/2021
QUOTE # 210521-51
SALES REP Karen Larson

Quote Presented To:
Strongsville City Schools
Attn: Stephen Breckner
18199 Cook Avenue
Strongsville, OH 44136

Project Summary:
Three Replacement Servers
Includes Configuration and
On-site Installation

#	ITEM DESCRIPTION	QTY	RATE	AMOUNT
1	SURV-REPL-12R06-4 Surveillance Legacy Replacement Server: Dell R740XD PowerEdge Server, Dual multi-core CPU, 32GB Memory, RAID Controller, Redundant Power Supply, Quad Gigabit Network Cards, Dell 3-year Hardware Warranty (NBD 5x10), iDRAC Enterprise, OpenSUSE Operating System, 2 o/s disks, 24TB Non-Raid Storage (6x4TB, 6 spare disk bays). Includes configuration, integration and software transfer	3	15,460.00	46,380.00
2	SSMA-SO Annual Service & Software Maintenance Agreement (SSMA). Includes hot-line telephone support, hardware/software troubleshooting and remote diagnostics, software updates and documentation releases, and discounted on-site engineering services. Subject to the current SSMA agreement. Single Server License for server replacing 1042400 Effective: Date of start up - 4/30/22 This rate is the yearly cost, we will prorate the annual cost of the SSMA when invoiced.	1	990.00	990.00
3	RBSHP Remote Backup and Server Health Product: 1-year coverage, includes monthly remote analysis and backup of configuration; Monthly backup of software configuration, checkup to ensure software operability, check for server hardware faults (provided Dell servers). See attached flyer for more detail. NOTE: Remote Internet connection required. Effective: Date of start up - 4/30/22 This rate is the yearly cost, we will prorate the annual cost of the RBSHP when invoiced.	1	450.00	450.00
4	INST-SO On-site server installation - includes installation of software, setup & configuration.	1	1,300.00	1,300.00
5	TS-D-SSMA Operating System upgrade of High School VCS Servers. Work to be done in preparation for Version 8.1 of the Video Capture System. Install servers with latest update of OpenSUSE Leap 15 operating system. Split camera load across servers if needed.	1	1,600.00	1,600.00
6	S/H/T Shipping, Handling & Travel (estimated)	1	80.00	80.00

Payment Terms: 50% on order placement / 50% on completion

Please note that credit card payments will incur a 4% surcharge.

SUBTOTAL

TAX

Pricing valid for 90 days from quote date

TOTAL

\$50,800.00

Accepted By (Signature)

Date

Subject to the current Standard Limited Warranty and Conditions

Page 1 of 1

Acuity-vct Standard Limited Warranty and Conditions

The following are additional terms and conditions that govern orders placed by Customer named on Order (Customer) with Acuity-vct, LLC (Company)

Order means purchase order, which details the transaction including prices or estimates on hardware, software, and services. A quote qualifies as the purchase order if Customer approved the quote, either expressly or inherently, by placing an order from the Quote.

Installation Date means the date of receipt of good and services by Customer, or the date on or after a system is installed at the Server Site, and Company provides Customer with a password to access the Program, if applicable.

Hardware Limited Warranty. Company warrants to Customer, and to no other party, that any equipment, camera, hardware, and physical media (collectively "hardware") supplied by Company in connection with the System, as and when delivered to Customer, will be free of physical defects in materials and workmanship for a period of ninety (90) days after the date that said hardware is delivered. Company will replace any defective hardware returned to Company within the warranty period. This warranty does not apply to damages resulting from misuse, abuse, neglect, and/or force majeure. Any replacement hardware will be warranted as above for the remainder of the original warranty period or twenty (20) days from the date that it is shipped to Customer, whichever is longer. This warranty is separate from the Manufacturers' warranties which may cover the hardware beyond this period.

Installation Limited Warranty. Company warrants the installation of any equipment, camera, hardware, and physical media (collectively, "hardware") supplied by Company in connection with the system for a period of ninety (90) days from the date the installation is performed by Company at Customer's premises. During the warranty period, Company warrants that, when installed by Company, the hardware is calibrated and operational at the first installation. During the warranty period, for any hardware not supplied by Company in connection with the system but installed by Company, Company warrants that, to Company's knowledge, the hardware is calibrated and operational at the first installation. Company warrants that it will, for one time only, focus and calibrate cameras supplied by Company during the first installation of hardware. Licensee agrees to compensate Company for any reinstallation or recalibration of hardware performed by Company at Customer's request. At Customer's request, and with the consent of Company, Company may provide technical, operational or other assistance to the hardware beyond the initial installation at Company's standard hourly rates, or discounted rates under a Software Maintenance Agreement, then in effect.

Other Conditions

1. Company quote was developed with information provided by the customer at the time of the quote and assumes that our Company's installation personnel can work productively during the agreed upon hours. If our personnel have excessive wait times or is not able to work onsite may result in billing of time lost. Please ensure that:
 - a. Our Team Members have access to areas required to complete the installation in a timely fashion. This includes buildings, rooms, network closets, racks, cabinets and all other areas necessary.
 - b. Customer-supplied lift/ladder/tools/other installation equipment has been agreed upon to be provided by the customer are available when needed, and power is available when and where needed.
 - c. A representative is available to approve camera views as they are aimed and focused.
2. The Company estimate was developed assuming the then-current visible conditions. Pre-existing, non-visible conditions or issues on-site may be uncovered during the course of the installation. If these conditions are discovered and they contribute to a delay, extended installation time, or additional materials, these items may result in additional time/materials being billed to customer.
3. Customer may request work to be completed that is outside the scope of the original order. In this case, the installation team will write up a Change Order Request Form with an estimated cost and have the customer approve it before the installation team completes the additional work. If possible, the new work may be completed during the same visit. In some cases, the additional work will need to be scheduled for a future visit.
4. Unless our Company is managing the network, the Customer is responsible for configuring the network and providing the installation team with open network switch ports if needed. Our Company is responsible for confirming at the patch panel/cables end that the cameras/devices are fully functional. Once the cables are plugged into the network, it is the customers responsibility to confirm the correct configuration of the network to allow the cameras/devices to be seen by the server. The Company's Customer Support department will offer assistance, but the ultimate responsibility of the network configuration and troubleshooting is with the customer.
5. Most items ordered by Customer are not returnable to the supplier once the original box is opened. If there is a change in equipment after the items are ordered, Company will make every effort to return the item on the Customers behalf. If Company is unable to return the item, in limited cases Company may be able to take items into its used inventory for a 20% restocking fee.
6. Camera installations will make use of existing network cable. Installation of cable, if provided, will be quoted as a separate item.
7. The de-installation of customer cameras involves the removal of the camera from wall/ceiling. This does not include wall, ceiling, or drywall repair of pre-existing damage caused by the original installation of the camera i.e. hole left in ceiling when a recessed camera is de-installed.
8. Pole mountings will use metal straps. If straps are not used, details of how to mount the camera needs to be provided to us.
9. Cable installation will make use of existing cable trays, hooks, or rings. Quoted installation does not include cable or new cable trays. Cable material, if supplied, will be quoted as a separate item.
10. Our quote was developed with the expectation that the cable installed is properly terminated and labeled. In the case where our Company is not installing the cable, please request the **Preinstalled Cable Standards Document** to get those cabling standards. It is recommended that you supply this document to your cable installer. There may be a charge for time and material if we need to complete cabling work that was not specified in our original quote.

Acuity Computer Software License Agreement

This Computer Software Licensing Agreement ("Agreement") is between Acuity-vct, LLC ("Licensor") and Licensee. This Agreement sets forth the terms and conditions that govern Orders placed under this Agreement;

WHEREAS, Licensor has developed a software program (the "Program") and related services to be used by Licensee for the purpose of video surveillance and/or object protection;

WHEREAS, Licensor is the owner of the Program and of all portions thereof, and has the right to grant a license to Licensee for use of the Program;

WHEREAS, Licensor makes the Program available as a server-level software program to Licensee at the Server Site, by licensing such use;

WHEREAS, Licensor makes its Program available to Licensee as a server-level software program bundled with other software applications owned by third parties ("Third Party Programs"). These Third Party Programs include, but are not limited to, the software applications set forth in the Definitions; and

WHEREAS, Licensee is desirous of using the Program and services and the Third Party Programs available at the Server Site;

IT IS THEREFORE AGREED AS FOLLOWS:

1. Definitions.

- 1.1 "Agreement" means this software license agreement, the operative provisions; the Order(s), and any annexures that relate to it.
- 1.2 "Backup Agreement" means the backup and server health services agreement covering the terms of backup services provided by Licensor in connection with the License of the Program.
- 1.3 "Configuration and Performance Data" means information relating to the Video System configuration and its performance metrics.
- 1.4 "Improvements" shall mean any improvement, refinement, enhancement or other modification including all Updates and Upgrades to the Program developed and offered to Licensor's customers, and further including all documentation corresponding thereto. "Updates" improve the existing functionality of the module—or the specific tier or version of the module where multiple tiers or versions exist—that is covered in the Order, and generally comprise minor changes (e.g., software patches) to the Program. "Upgrades" provide functionality that is new or different from the existing functionality of the module—or the specific tier or version of the module where multiple tiers or versions exist—that is covered in the Order.
- 1.5 "Installation Date" means a date on or after the Program is installed at the Server Site, and Acuity provides Licensee with a password to access the Program.
- 1.6 "Intellectual Property" means all rights in the nature of intellectual or industrial property rights including:
 - (a) rights in relation to patents, inventions, utility models, copyright, circuit layouts, designs, trade and service marks (including goodwill in those marks), trade names and domain names, indications of source or origin, know how, trade secrets and any right to have information kept confidential.
 - (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
 - (c) rights or forms of protection of a similar nature or having equivalent or similar effect to any of the rights in paragraphs (a) or (b), which may subsist anywhere in the world (including the United States), whether or not such rights are registered or are capable of registration.
- 1.7 "Know-how" means all knowledge and intangible work, copyright materials, algorithms, data, records and research results relating to the Program.
- 1.8 "License" means the Program, Know-how and Documentation.
- 1.9 "Licensee" is the recipient of the Program and includes its affiliates, directors, officers, agents, employees and all persons acting in concert or participation with them. The recipient of the program can be the customer named in the Order(s) and/or who places(ed) the Order(s).
- 1.10 "Order" means purchase order, which details the transaction including prices or estimates on hardware, software, and services related to the Video System. A quote qualifies as the purchase order if Licensee approved the quote, either expressly or inherently, by placing an order from the Quote.
- 1.11 "Program" means the computer software program developed by Licensor and which utilizes the Intellectual Property of Licensor, including any and all products, services (including any hosted service and software maintenance), methods, processes, and components that use or incorporate, or was developed using, the Program, Know-how or derivative works thereto in whole or in part.
- 1.12 "Server Site" means a server computer or other computing device at Licensee's premises on which the Program resides or a cloud server available to Licensee via the Internet.
- 1.13 "Service & Software Maintenance Agreement" means the Service & Software Maintenance Agreement covering the terms of support and software maintenance services provided by Licensor in connection with the License of the Program.

1.14 "Third Party Programs" means open source programs and may include:

<u>Product</u>	<u>License</u>
SUSE Enterprise Linux	https://www.suse.com/licensing/eula/download/sles/sles_12_SP3en.pdf
OpenSUSE Linux	https://www.gnu.org/licenses/gpl-3.0.en.html
Apache commons codec	http://www.apache.org/licenses/
Apache commons net	https://www.apache.org/licenses/
Forms	https://opensource.org/licenses/BSD-3-Clause
Javax JSON	https://www.gnu.org/licenses/lgpl-3.0.en.html
Javax Mail	https://www.gnu.org/licenses/lgpl-3.0.en.html
Java Media Framework	https://www.oracle.com/technetwork/java/javase/license-135825.html
JLayer	https://www.gnu.org/licenses/lgpl-3.0.en.html
JExcel	https://www.gnu.org/licenses/gpl-3.0.en.html
Mysql Connector	https://www.gnu.org/licenses/lgpl-3.0.en.html
SNMP4J	http://www.apache.org/licenses/
SQL Lite	Public domain

- 1.15 "Video System" means the entire system including hardware and software components detailed in the Order.
2. Grant of License. Licensors hereby grants to Licensee a License to use the Program provided at the Server Site subject to all the terms and conditions of this Agreement. The License shall be revoked if Licensee does not comply with these terms and conditions.
- 2.1 License. Licensors grants Licensee, and Licensee hereby accepts, a perpetual, non-exclusive and non-transferable (except as expressly provided herein) License to use the module—and the specific tier or version of the module where multiple tiers or versions exist—of the Program that is covered in the Order.
- 2.2 Limited Scope of Use. The Program shall initially be used in connection with equipment and at location(s) identified in the Order. The Program shall only reside at the Server Site. The Program may be transferred to another server site upon (1) the approval and consent of Licensors and (2) payment of a license transfer fee to Licensors.
- 2.3 Assignability. Licensee may not sell, assign, give, or otherwise transfer this License or the Program or its obligations under this Agreement to any third party, in whole or in part, without Licensors's prior written consent. Notwithstanding anything in this Agreement to the contrary, this Agreement shall endure to the benefit of and be binding upon each of the parties and their respective successor(s).
- 2.4 Acceptable Use. Licensee may not decompile, disassemble, or otherwise reverse engineer, nor have the same performed on Licensee's behalf, the Program or defeat protection methods used for preventing unauthorized use of or access to the Program. Licensee may not copy or otherwise reproduce the Program or any part of it except as expressly permitted in this Agreement, and Licensee shall not remove any copyright notices or other proprietary notices from the Program. Nothing in this Agreement shall be construed to grant Licensee any ownership rights in the Program. Licensee may capture, copy, transfer or display any Configuration and Performance Data as needed.
- 2.5 Password. Licensors will provide Licensee with necessary keys and passwords and permit access to the Program and to the Third Party Programs available at the Server Site.
- 2.6 All rights not specifically granted to Licensee hereunder are reserved to Licensors.
3. Fees and Payments. As consideration for the License hereby granted to Licensee, Licensee shall pay to Licensors a nonrefundable, one-time up-front License fee set forth in the Order.
- 3.1 Payment for Services. Charges for related services provided under this Agreement will normally be invoiced at the occurrence of a milestone event. Licensee shall pay to Licensors milestone payments according to the events and fees set forth in the Order. Each milestone payment shall be nonrefundable.
- 3.2 Payment for Improvements. Licensee agrees to compensate Licensors for any Improvements made to the Program after the Installation Date of the Program at the Server Site. Under a separate Service & Software Maintenance Agreement, Licensee shall have the right to such Improvements (limited, however, by the specific terms hereto) in the form of modifications or Updates without payment of any additional fee and in the form of enhancements or Upgrades with payment of an additional fee. Additional functionality can also be provided by the purchase of a different module added onto Licensee's existing module. For each enhancement, Licensee shall pay Licensors according to terms and conditions set forth in a new Order, the terms and conditions of which shall be incorporated hereunder.
4. Maintenance. Licensors offers an annual Service & Software Maintenance Agreement to provide maintenance, support, modifications, Updates and options to enhancements in connection with the Program. Licensee has the option to the Service & Software Maintenance Agreement attached to the Order. If exercised, Licensee may continue to renew the Service & Software Maintenance Agreement and the rights granted thereunder for additional terms of one (1) year during the duration of this Agreement, upon the approval and consent of Licensors.
5. System Data. After the Installation Date, when a remote connection is enabled, Licensors shall receive Configuration and Performance Data transmitted from the Server Site. Licensors may maintain and store the Configuration and Performance Data necessary to support Licensee should a technical issue arise with the Video System. Licensee has the option to a Backup Agreement attached to the Order. The Backup Agreement will require an annual fee for providing Licensee with access to backup data in addition to other system and server health checks. Licensee may continue to renew the Backup Agreement and the rights granted thereunder for additional terms of one (1) year during the duration of this Agreement, upon the approval and consent of Licensors.

6. Ownership and Confidentiality. The Program, or any Improvements upon the Intellectual Property made, conceived, invented or wholly acquired by Licensor during the term of this Agreement, is proprietary to Licensor and all applicable rights to Intellectual Property remain in Licensor. Violation of this provision shall be the basis for immediate termination of the Agreement. Termination of this Agreement shall be in addition to and not in lieu of any equitable remedies available to Licensor.
7. Program Modifications. Licensor reserves the right to make changes or permit changes to be made to the Program and in the manner of providing the Program. Whenever possible, Licensor will notify Licensee in writing or via electronic means of its intent to make changes at least thirty (30) days prior to implementation of the change. Licensor may, from time to time, enhance the performance of the Program specified in the Order, but in so doing incurs no obligations to furnish such enhancements to Licensee. Licensee agrees that Licensor is the owner of modifications that are to be used together with the original Program.
8. Right to Enhance. Licensee is granted a right to make certain limited enhancements, only with Licensor's informed consent, to the Program as necessary to adapt the Program to Licensee's hardware configurations or site.
9. Non-Disclosure. Licensee acknowledges that the Program and information provided and to be provided to Licensee by Licensor in the course of performance of Licensor's obligations under this Agreement, and the terms of this Agreement, constitute and contain confidential and proprietary information of Licensor. Licensee hereby agrees that the Program and its derivatives will be received and held by Licensee in strict confidence, will only be used for the purposes of this Agreement, and that none of the Program will be disclosed to any third-party by Licensee, or by Licensee's agents or employees, without prior written consent of Licensor, except as otherwise allowed by the Agreement.
10. Proprietary and Confidential Nature of Configuration and Performance Data. All Configuration and Performance Data pertaining to Licensee by or stored in the Program shall be and remain the property of Licensee. Licensor will exercise reasonable care for the protection of such data and shall maintain reasonable data integrity and safeguards against the deletion or alteration of such data.
11. Hardware Requirements. Unless otherwise contained in the Order, Licensee shall obtain, make available and maintain, at Licensee's sole expense, the necessary equipment and hardware configurations, approved by Licensor as adequate, for implementation of the Program with the Video System. This equipment may include a server(s), cameras, analog encoders, workstations and/or other hardware needed to make the Video System operational.
12. Licensed Location. Use of the Program at any location other than the Server Site may be the basis for immediate termination of this Agreement. Termination of the Agreement shall be in addition to and not in lieu of any equitable remedies available to Licensor.
13. Warranties.
 - 13.1 Ownership Warranty. Licensor warrants its ownership and right to license the Program, and agrees to indemnify and defend the Program, its successors and assigns, from and against any claim at law or in equity arising out of or in any way related to a claim that Licensee's use of any unaltered version of the Program infringes any valid patent, property right, or other rights of any third party.
 - 13.2 Software Limited Warranty. For a warranty period of one (1) year from the Installation Date of the Program at the Server Site, Licensor warrants that the Program conforms substantially to its specifications. Licensor further warrants that, when installed, and to the knowledge of Licensor, the Program will be free of programming code errors and any defects which substantially affect performance of the Video System. Licensee shall provide written notice to Licensor detailing any claimed deficiency. If the Program is found to be defective during the warranty period, Licensor shall promptly make, at its cost and expense, all corrections, adjustments, repairs, and modifications necessary to remedy the defect. The warranty on the Program does not cover support or maintenance services set forth in a separate Service & Software Maintenance Agreement or the backup services set forth in a separate Backup and Server Health Services Agreement. In no event shall Licensor be liable to Licensee or to any other party for any punitive, special or consequential damages. These remedies shall be in lieu of all other remedies to which Licensee might be entitled in law or equity.
 - 13.3 Third Party Programs. Licensor warrants that it has sufficient licenses to permit Licensee's use of all Third Party Programs and software tools included with the Program, but makes no warranty related to the Third Party Programs.
 - 13.4 General Disclaimer. Licensor disclaims all warranty obligations if modifications are made, without Licensor's informed consent, to the Program by Licensee during the warranty period or a maintenance period covered under a Service & Software Maintenance Agreement. Licensee will also compensate Licensor for time and materials incurred by Licensor when correcting defects to the Program or Video System which are solely attributable to Licensee.
14. DISCLAIMER AND LIABILITY. EXCEPT AS PROVIDED IN SECTION 13 OF THIS AGREEMENT, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR THE RESULTS TO BE DERIVED FROM THE USE OF ANY SOFTWARE, HARDWARE, OR SERVICES PROVIDED UNDER THIS AGREEMENT. LICENSEE ASSUMES THE COST OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING THEREFROM.
15. Training and Support. Licensee shall limit the use of the Program, the Video System and the Third Party Programs to Licensee's employees who have been appropriately trained. Terms of training and support provided by Licensor may be set forth in the Order.
16. Infringement. Of which Licensee becomes aware, each party must give the other notice and all known details of (a) any claim or allegation that the exercise of the rights under this Agreement constitute an infringement of the rights of any third

party; and (b) any third party's actual, suspected or threatened infringement or other unauthorized use of the licensed materials in the United States.

17. Force Majeure. Neither Licensor nor Licensee shall be responsible to the other for failure to perform any of the obligations (other than the obligation to pay money) imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance or labor shortage or by any cause beyond the reasonable control of the party in question.
18. SOFTWARE DISABLING DEVICE. LICENSEE ACKNOWLEDGES THAT THE PROGRAM MAY CONTAIN A DISABLING DEVICE THAT WILL AUTOMATICALLY DISABLE THE PROGRAM AT TERMINATION OF THIS AGREEMENT OR TEMPORARILY DISABLE THE PROGRAM FOR A PERIOD WHEN LICENSEE DEFAULTS ON ANY OBLIGATION UNDER THIS AGREEMENT. LICENSOR WILL GIVE WRITTEN NOTICE TO LICENSEE IN ADVANCE OF DISABLING THE PROGRAM UPON DEFAULT AND WILL NOT DISABLE THE PROGRAM WITHOUT GIVING LICENSEE THIRTY (30) DAYS TO REMEDY THE DEFAULT, AT THE EXPIRATION OF WHICH TIME LICENSOR MAY DISABLE THE PROGRAM IF SUCH DEFAULT IS NOT REMEDIED.
19. Term of License and Termination.
 - 19.1 Term. This Agreement shall commence and be effective upon the first payment to Licensor for the Order, and shall remain in effect until terminated by either party upon at least a sixty (60) days prior written notice to the other party. Any and all payments made to Licensor during the term of this Agreement are nonrefundable.
 - 19.2 Bankruptcy / Insolvency / Change of Ownership. If Licensee shall become bankrupt or insolvent, this Agreement terminates immediately and cannot be assumed by a receiver, assignee or trustee. In the event of a merger or consolidation to which Licensee is a party, whether by Licensee's voluntary act or otherwise, this Agreement shall immediately terminate without notice by Licensor.
 - 19.3 Option at Default. Either party, at its option, may give notice of the termination of this Agreement if the other party defaults in the performance of any material obligation, and if the default has not been remedied within forty-five (45) days after written notice to the defaulting party describing the default.
 - 19.4 Termination. In the event of any termination of this Agreement, Licensee shall have no further rights or License to use the Program. Upon the termination of this Agreement, Licensee must, at Licensee's own expense, promptly destroy or return to Licensor any documents which embody Licensor's confidential information. Licensee may retain: one copy of the foregoing documents in a secure location for record-keeping and verification purposes, including in relation to each party's compliance pursuant to this Agreement; and copies of the foregoing documents to the extent required by any applicable law. Licensee shall not be required to delete or destroy any electronic back-up tapes or other electronic back-up files that have been created solely by their automatic or routine archiving and back-up procedures.
20. No Partnership. No provisions of this Agreement shall be deemed to make the parties either partners or joint ventures.
21. Disputes.
 - 21.1 Notice. If a party claims that there is a dispute, that party must give written notice of the details of the dispute to the other party before commencing any court proceeding or arbitration relating to the dispute.
 - 21.2 Governing Law. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Ohio. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts of the State of Ohio or the United States District Court sitting in the Northern District of Ohio, by which Licensee submits to the jurisdiction thereof for such purpose.
 - 21.3 Costs. The parties involved in the dispute will bear their own costs, except that they will share equally the costs relating to any mediator appointed under this clause relating to the dispute.
22. Taxes. Licensee shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, national, state, or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.
23. Entire Agreement. Licensee agrees that this Agreement and the information which is incorporated into this Agreement, together with the applicable Order(s), contains the entire understanding of the parties and supersedes any and all prior agreements, representations, written or oral, or understandings relating to the subject matter hereof.
 - 23.1 Amendment. This Agreement may only be amended by written notice and written consent of both parties.
 - 23.2 Severance. If any provision of this Agreement is judged invalid, illegal or unenforceable for any reason whatsoever, it is, to that extent, deemed omitted and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
 - 23.3 Survival. Clauses 2.4 (Acceptable Use), 3 (Fees), 9 (Non-Disclosure), 13.1 (Ownership Warranty), 16 (Infringement) and 19.4 (effect of Termination) survive the expiration or termination of this Agreement along with any other provision which its nature survives termination or expiration of this Agreement.
 - 23.4 Waiver. The waiver or failure of any party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

Acuity Service & Software Maintenance Agreement

This Service & Software Maintenance Agreement ("Maintenance Agreement") covers the terms of software maintenance services provided by Acuity-vct, LLC's ("Licensor") in connection with Licensee's use of the software program (the "Program"). Licensee accepts the terms of this Maintenance Agreement upon payment of a maintenance fee to Licensor;

WHEREAS, Licensor has licensed to Licensee a certain Program and Licensee wishes to have Licensor perform software maintenance services on the licensed Program pursuant to the following terms and conditions:

IT IS THEREFORE AGREED AS FOLLOWS:

1. Definitions.

- 1.1 "Improvements" shall mean any improvement, refinement, enhancement or other modification including all Updates and Upgrades to the Program developed and offered to Licensor's customers, and further including all documentation corresponding thereto. "Updates" improve the existing functionality of the module—or the specific tier or version of the module where multiple tiers or versions exist—that is covered in the Order, and generally comprise minor changes (e.g., software patches) to the Program. "Upgrades" provide functionality that is new or different from the existing functionality of the module—or the specific tier or version of the module where multiple tiers or versions exist—that is covered in the Order.
 - 1.2 "Intellectual Property" means all rights in the nature of intellectual or industrial property rights including:
 - (a) rights in relation to patents, inventions, utility models, copyright, circuit layouts, designs, trade and service marks (including goodwill in those marks), trade names and domain names, indications of source or origin, know how, trade secrets and any right to have information kept confidential.
 - (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
 - (c) rights or forms of protection of a similar nature or having equivalent or similar effect to any of the rights in paragraphs (a) or (b), which may subsist anywhere in the world (including the United States), whether or not such rights are registered or are capable of registration.
 - 1.3 "Know-how" means all knowledge and intangible work, copyright materials, algorithms, data, records and research results relating to the Program.
 - 1.4 "License" means the Program, Know-how and Documentation.
 - 1.5 "Licensee" is the recipient of the Program and includes its affiliates, directors, officers, agents, employees and all persons acting in concert or participation with them. The recipient of the Program can be the customer named in the Order(s) and/or who places(ed) the Order(s).
 - 1.6 "License Agreement" means the Computer Software Licensing Agreement between Licensor and Licensee, which governs the Order(s).
 - 1.7 "Maintenance Agreement" means this software maintenance agreement, the operative provisions, any Order(s), and any annexures that relate to it.
 - 1.8 "Order" means purchase order, which details the transaction including prices or estimates on hardware, software, and services related to Licensee's Video System. A quote qualifies as the purchase order if Licensee approved the quote, either expressly or inherently, by placing an order from the Quote.
 - 1.9 "Server Site" means a server computer or other computing device at Licensee's premises on which the Program resides or a cloud server available to Licensee via the Internet.
 - 1.10 "Program" means the computer software program developed by Licensor and which utilizes the Intellectual Property of Licensor, including any and all products, services (including any hosted service and software maintenance), methods, processes, and components that use or incorporate, or was developed using, the Program, Know-how or derivative works thereto in whole or in part.
 - 1.11 "Video System" means the entire system including hardware and software components detailed in the Order.
2. The Covered Program. The software covered in this Maintenance Agreement is Licensor's Program, as more fully described in the License Agreement and Order, and as updated with Improvements or modifications to the Program which are not charged for as options.
3. Improvements. Licensee shall have the right to such Improvements (limited, however, by the specific terms hereto) in the form of modifications or Updates without payment of any additional fee and in the form of enhancements or Upgrades with payment of an additional fee. Additional functionality can also be provided by the purchase of a different module added onto Licensee's existing module.
4. Correction or Replacement. During the term of this Maintenance Agreement, Licensor shall correct or replace the Program or provide services necessary to remedy any programming error which is attributed to Licensor and which significantly affects use of the Video System. Such correction, replacement or services shall be promptly accomplished after Licensee has provided notice to Licensor detailing any claimed deficiency.
5. Licensor Support:
- 5.1 Telephone and Email Support. Licensor will provide standard telephone and email support Monday-Friday, from 8:00 a.m. to 5:00 p.m. EST. Licensor may provide support through an IT service management ticketing system.
 - 5.2 Verification. Licensor shall be given an opportunity to reproduce or confirm the existence of the defect or programming error, to verify that the defect or error is with Licensor's Program, and to correct the defect or error.
 - 5.3 Defect Correction. Licensor shall correct any defect or error in the Program as part of its regular maintenance services referred to in paragraph 4 when the defect is attributable to Licensor's Program. Licensor shall notify Licensee when it determines that an enhancement or Upgrade should be undertaken but will not perform the Upgrade absent Licensee's express approval. Licensee shall reimburse Licensor at Licensor's hourly rates then in effect, subject to prior approval by

Licensee, for all work of Licensor spent correcting or remedying a defect or programming error that Licensor reasonably determines to have not been attributable to Licensor.

6. Customer Support. Licensee shall (1) install and maintain, at Licensee's own expense, for the duration of this Maintenance Agreement, the equipment and hardware and software configurations necessary for Licensor to remotely access the Program; or (2) provide Licensor with a knowledgeable on-site interface; or (3) provide Licensor with on-site access to the Server Site. Licensee agrees to compensate Licensor, at Licensor's discounted hourly rates, for time incurred by Licensor when providing on-site maintenance service to the Program or Video System subject to prior approval by Licensee. Licensor may remotely access the Video System to ensure that the Program is operable and functional and to determine configuration information of the Video System.
7. Customer Responsibility. Licensee shall inform Licensor in writing of any modifications made by Licensee to the Program. Licensor shall not be responsible for maintaining portions of the Program that were modified by Licensee, or portions of the Program that are affected by the modifications made by Licensee, when said modifications were made without the informed consent of Licensor.
8. Price and Payment. Licensee shall pay Licensor the annual maintenance fee designated for the Program in the Order and upon the terms and conditions provided herein. Any renewal maintenance fee shall be payable in advance of expiration of the previous maintenance period.
9. Term. The term of this Maintenance Agreement shall commence upon payment of the maintenance fee, or expiration of a previous maintenance period, whichever is latest, and shall continue for one year, after which it may be renewed for an additional term by payment of the annual maintenance fee.
10. Maintenance Fee Changes. The maintenance fee is fixed for each one-year term of the Maintenance Agreement. Fees may be raised on an annual basis to cover the normal cost of doing business. Licensor is not required to provide notice of any increase at or below 2.5%.
11. Travel Expenses. Licensee shall reimburse Licensor for any preapproved out-of-pocket expenses incurred at Licensee's request, including travel to and from the Server Site, lodging, meals, telephone and shipping, as may be necessary in connection with the duties performed by Licensor under this Maintenance Agreement.
12. Additional Services. At Licensee's request, and with the consent of Licensor, Licensor may also provide technical, operational or other assistance or consulting services to Licensee beyond the maintenance services defined herein at Licensor's hourly rates then in effect. Licensor may discount its standard hourly rate, if specified in the Order, when providing additional services to Licensee under the Maintenance Agreement.
13. Adjustments to Terms and Conditions. At the time for renewal, Licensor may change its software maintenance fees, terms and conditions for the next maintenance period upon at least thirty (30) days written notice. Licensee consents to the change by payment of the annual maintenance fee for an additional term.
14. Ownership and Confidentiality. The Program, or any Improvements upon the Intellectual Property made, conceived, invented or wholly acquired by Licensor during the term of this Maintenance Agreement, are proprietary to Licensor and all applicable rights to Intellectual Property remain in Licensor. Violation of this provision shall be the basis for immediate termination of the Maintenance Agreement. Termination of this Maintenance Agreement shall be in addition to and not in lieu of any equitable remedies available to Licensor.
15. EXCLUSION OF LIABILITY. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE RESULTS OBTAINABLE FROM THE MAINTENANCE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.
16. Termination. In event of termination of the License Agreement, Licensor's obligations under this Maintenance Agreement immediately end. Licensor may terminate this Maintenance Agreement in the event of breach, bankruptcy, insolvency, change of ownership, and/or default by Licensee. The annual maintenance fee(s) made to Licensor during the term(s) of this Maintenance Agreement is nonrefundable.
17. Taxes. Licensee shall, in addition to the other amounts payable under this Maintenance Agreement, pay all sales and other taxes, national, state, or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Maintenance Agreement.
18. Force Majeure. Neither Licensor nor Licensee shall be responsible to the other for failure to perform any of the obligations (other than the obligation to pay money) imposed by this Maintenance Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, labor shortage or by any cause beyond the reasonable control of the party in question.
19. General.
 - 19.1 Entire Agreement. This Maintenance Agreement contains the entire understanding of the parties hereto relating to the subject matter, and, where there may be ambiguity, does not supersede any terms in the License Agreement relating to the same subject matter.
 - 19.2 Governing Law. This Maintenance Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Ohio. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts of the State of Ohio or the United States District Court sitting in the Northern District of Ohio, by which Licensee submits to the exclusive jurisdiction thereof for such purpose.

- 19.3 Severance. If any provision of this Maintenance Agreement is judged invalid, illegal or unenforceable for any reason whatsoever, it is, to that extent, deemed omitted and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- 19.4 Assignability. Licensee may not sell, assign, give, or otherwise transfer Licensee's rights, duties, or obligations under this Maintenance Agreement to any third party, in whole or in part, without Licensor's prior written consent. Notwithstanding anything in this Maintenance Agreement to the contrary, this Maintenance Agreement shall endure to the benefit of and be binding upon each of the parties and their respective successor(s).
- 19.5 Waiver. The waiver or failure of any party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.
- 19.6 ACTY 800004US01 4369606 3

Acuity Backup and Server Health Services Agreement

This Backup and Server Health Services Agreement ("Backup Agreement") covers the terms of backup services provided by Acuity-vct, LLC (hereinafter "Licensor") and Customer ("Licensee") in connection with Licensee's use of the software program (the "Program"). Licensee accepts the terms of this Backup Agreement upon payment of a fee to Licensor;

WHEREAS, Licensor and Licensee have entered into a Software License Agreement ("License Agreement"), pursuant to which Licensor has granted Licensee a license to the Program;

WHEREAS, in conjunction with the License Agreement, Licensee desires to retain, and Licensor desires to provide backup computing services (as herein defined);

WHEREAS, Licensor is ready, willing, and able to provide Licensee with backup computing services pursuant to the following terms and conditions;

IT IS THEREFORE AGREED AS FOLLOWS:

1. Definitions.

- 1.1 "Backup Agreement" means this backup and server health services agreement, the operative provisions, the Order(s), and any annexures that relate to it.
- 1.2 "Backup Capability" means the equipment, systems, and programs as installed, maintained, and operated at Licensor or at such other locations as Licensor may designate from time to time in accordance with the provisions hereof, for receiving, maintaining and storing Configuration and Performance Data.
- 1.1 "Configuration and Performance Data" means information relating to the Video System configuration and its performance metrics. Configuration and Performance Data shall not include video frames or images captured by cameras or other hardware implemented with the Program.
- 1.3 "Disaster" means any unplanned interruption of operations at the Server Site or unplanned failure of access to telecommunications to the Server Site due to a cause beyond the control of Licensee.
- 1.4 "License Agreement" means the software licensing agreement between Licensor and Licensee, which governs the Order(s).
- 1.5 "Licensee" is the recipient of the Program and includes its affiliates, directors, officers, agents, employees and all persons acting in concert or participation with them. The recipient of the Program can be the customer named in the Order(s) and/or who places(ed) the Order(s).
- 1.6 "Order" means purchase order, which details the transaction including prices or estimates on hardware, software, and services related to Licensee's Video System. A quote qualifies as the purchase order if Licensee approved the quote, either expressly or inherently, by placing an order by the quote.
- 1.7 "Server Site" means a server computer or other computing device at Licensee's premises on which the Program resides or a cloud server available to Licensee via the Internet.
- 1.8 "Video System" means the entire system including hardware and software components detailed in the Order.

2. Scope and Use of Backup Capability.

- 2.1 Telecommunications Linkage. Licensee shall obtain, make available and maintain, at Licensee's sole expense, the appropriate telecommunications linkage, approved by Licensor as adequate, for securely connecting the Server Site to the Backup Capability.
- 2.2 The Backup Computing Service. Licensor shall receive, maintain and store, pursuant to the following terms, all Configuration and Performance Data necessary to restore the Server Site in case of Disaster. Beginning within five (5) days after commencement of this Backup Agreement, Licensor shall perform the backup computing service once a month during the duration of this Backup Agreement and provide access to the Configuration and Performance Data during the term of this Backup Agreement. Licensor shall perform each backup computing service within five days (5) from the end of the month or at Licensee's request.
- 2.3 Licensee Access to Backup Capability. In the event that Licensee experiences a Disaster during the duration of this Backup Agreement, Licensee shall have the right to access the Backup Capability after Licensee has provided notice to Licensor detailing any claimed Disaster. Such notice can be made through Licensor Support. Licensee shall be entitled to continued access to and use of Configuration and Performance Data at the Backup Capability in accordance with the terms hereof so long as Licensee continues substantial good faith efforts to repair the damages to the Server Site resulting from the Disaster.
- 2.4 Support. Licensor will provide standard telephone and email support Monday-Friday, from 8:00 a.m. to 5:00 p.m. EST. Licensor will provide support through an IT service management ticketing system.
- 2.5 Camera Status. Licensor shall identify cameras that are not in communication with the system server. At Licensee's request, Licensor may also provide assistance toward resolving the camera issues through remote troubleshooting. Licensor may also provide a quote for any onsite work which may be necessary to assess and resolve any issues.
- 2.6 Server Health Monitoring. For either Dell® server hardware or HP server hardware with installed HP Server Insight Manager, supplied by Licensor, Licensor shall perform a server health check-up at the time of each backup performed under this Backup Agreement. This health assessment shall be performed to identify server-related issues that need addressed to keep Licensee's Video System in good running order. Licensee is solely responsible for addressing any issues detected from the server health check-up. At Licensee's request, and with the consent of Licensor, Licensor may also provide assistance toward resolving the issues. For such assistance, Licensee agrees to reimburse Licensor for preapproved out-of-pocket costs associated with addressing these issues and for time incurred at Licensor's hourly rates then in effect.

3. Price and Payment.

- 3.1 Annual Fee. Licensee shall pay Licensor the annual backup fee designated in the Order and upon the terms and conditions provided herein. Any renewal backup fee shall be payable in advance of expiration of the previous backup period.
- 3.2 Related Expenses. Licensee shall pay for preapproved travel and other preapproved out-of-pocket expenses incurred at Licensee's request, including travel to and from the Server Site, lodging, meals, telephone and shipping, as may be necessary in connection with the duties performed by Licensor under this Backup Agreement.
- 3.3 Taxes. Licensee shall, in addition to the other amounts payable under this Backup Agreement, pay all sales and other taxes, national, state, or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Backup Agreement.
- 3.4 Term. The term of this Backup Agreement shall commence upon the sooner of payment of the annual backup fee, or expiration of a previous backup period, and shall continue for one year, after which it may be renewed for an additional term by payment of the annual backup fee.
- 3.5 Backup Fee Changes. The backup fee is fixed for each one-year term of the Backup Agreement. Fees may be raised on an annual basis to cover the normal cost of doing business. Licensor is not required to provide notice of any increase at or below 2.5%.

4. Confidentiality.

- 4.1 Proprietary Information. All Configuration and Performance Data pertaining to Licensee and being stored by Licensor as part of the backup computing services shall be and remain the property of Licensee. Licensor will exercise reasonable care for the protection of such data and shall maintain reasonable data integrity and safeguards against the deletion or alteration of such data.
- 4.2 Confidential Nature of Configuration and Performance Data. Licensor will further receive and hold the Configuration and Performance Data in strict confidence, will only use the Configuration and Performance Data for the purposes of this Backup Agreement, and will not disclose the Configuration and Performance Data to any third-party without prior written consent of Licensee, except as otherwise allowed by this Backup Agreement.
- 4.3 Trade Secrets. The devices developed and installed by Licensor in order to minimize the exposure of the Backup Capability to tampering and unauthorized access are considered by Licensor to be trade secrets. Licensee agrees that any such information shall not be used by Licensee or disclosed to any third party by Licensee for any purpose other than as strictly necessary for the generation of this Backup Agreement.

5. Limitations and Warranties.

- 5.1 This is a contract for services and not a guarantee of operating performance. Licensee's sole remedy, in the event of any deficiency for which Licensor is responsible, is to request that services be restored to the levels required by this Backup Agreement, whereupon Licensor shall be obligated to take all reasonable steps available to correct or overcome the identified deficiency.
- 5.2 The aggregate liability of Licensor to Licensee for any losses, direct or indirect, arising out of or relating to this Backup Agreement, regardless of the cause and regardless of any other failure of any provision or undertaking herein, under contract, tort, or any other theory of liability, shall not in any event exceed the aggregate sums paid or to be paid by Licensee to Licensor pursuant to this Backup Agreement during the twelve (12) month period immediately preceding the month in which such loss or damage was incurred.
- 5.3 LICENSOR GIVES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS BACKUP AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL OR PUNITIVE DAMAGES. IN ANY EVENT LICENSOR'S MAXIMUM LIABILITY TO LICENSEE HEREUNDER SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY LICENSEE TO LICENSOR HEREUNDER DURING THE CURRENT BACKUP PERIOD.

6. Force Majeure. Neither Licensor nor Licensee shall be responsible to the other for failure to perform any of the obligations (other than the obligation to pay money) imposed by this Backup Agreement, provided such failure shall be occasioned by causes beyond the control, and without the fault or negligence, of such party. Such causes shall include, but are not limited to, fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, labor shortage or by any cause beyond the reasonable control of the party in question.

7. Termination. In event of termination of the License Agreement, Licensor's obligations under this Backup Agreement immediately end. Licensor may terminate this Backup Agreement in the event of breach, bankruptcy, insolvency, change of ownership, and/or default by Licensee. The annual payment(s) made to Licensor during the term(s) of this Backup Agreement is nonrefundable.

8. No Partnership. No provisions of this Backup Agreement shall be deemed to make the parties either partners or joint ventures.

9. Disputes.

- 9.1. Notice. If a party claims that there is a dispute, that party must give written notice of the details of the dispute to the other party before commencing any court proceeding or arbitration relating to the dispute.
- 9.2. Governing Law. This Backup Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Ohio. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts of the State of Ohio or the United States District Court sitting in the Northern District of Ohio, by which Licensee submits to the jurisdiction thereof for such purpose.

- 9.3. Costs. The parties involved in the dispute will bear their own costs, except that they will share equally the costs relating to any mediator appointed under this clause relating to the dispute.
10. Entire Agreement. Licensee agrees that this Backup Agreement and the information which is incorporated into this Backup Agreement contains the entire understanding of the parties and supersedes any and all prior agreements, representations, written or oral, or understandings relating to the subject matter hereof.
11. Amendment. This Backup Agreement may only be amended by written notice and written consent of both parties.
12. Assignability. Neither party hereto may sell, assign, give, or otherwise transfer any rights or obligations under this Backup Agreement to any third party, in whole or in part, without obtaining the prior written consent of the other party. Notwithstanding anything in this Backup Agreement to the contrary, this Backup Agreement shall endure to the benefit of and be binding upon each of the parties and their respective successor(s).
13. Severance. If any provision of this Backup Agreement is judged invalid, illegal or unenforceable for any reason whatsoever, it is, to that extent, deemed omitted and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
14. Waiver. The waiver or failure of any party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.



MERITECH
TECHNOLOGY TO EMPOWER YOUR BUSINESS

Cleveland Headquarters: 4577 Hinckley Industrial Parkway, Cleveland, OH 44109
Valley View Branch: 8111 Rockside Road, Valley View, OH 44125
Akron Branch: 440 Grant Street, Akron, OH 44311
216-459-8333 | Fax: 216-459-0910 | www.meritechinc.com

CUSTOMER ORDER FORM

Ship to:	<u>Strongsville City Schools - Various Schools</u>	Bill to:	<u>Strongsville City Schools</u>
Address:	<u>See below</u>	Address:	<u>18199 Cook Rd.</u>
City:	<u>Strongsville</u>	City:	<u>Strongsville</u>
State:	<u>OH</u> Zip: <u>44136</u>	State:	<u>OHIO</u> Zip: <u>44136</u>
Phone:	<u>440-572-7052</u>	Phone:	<u>440-572-7052</u>
Fax:		Fax:	<u>Steve Breckner</u>
Key Op Contact:	<u>Steve Breckner</u>	Email:	<u>sbreckner@scsmustangs.org</u>
		Fed Tax ID #:	

Qty	Equipment	Price	Total
2	Ricoh IM 7000 (Chapman Workroom East Wall)		
2	Finisher SR4150 13883 Drake Road,		
2	3 Hole PunchPU3090 (Kinsner Grade Office 5-6)		
	19091 Waterford Parkway.		
3	Ricoh IMC4500 (Surrarer Media Center, 9306 Priem Rd)		
3	Internal finisher SR3250 (Muraski Media Center, 20270 Royalton Rd)		
3	Cabinet Type F (Chapman, Media Center, 13883 Drake Rd)		
1	Ricoh MP4055(Administrative office - Treasurer's Office		
1	External Finisher SR3210 & Bridge Unit 18199 Cook Ave,		
1	Paper Bank PB3220		
1	3 Punch Unit PU3050		
1	Fax Type M29		
		TOTAL:	

Lease Term	Payment excludes sales tax	Additional Information	Equipment Pick Up
36 months		Dispose of AC0447,AC1084, AC1093,	Model / ID # Please pick up and dispose
39 months		AC0443,AC1086,AC1267,AC0464,AC0485	of, see list (warehouse)
48 months		AC0294,AC0462, AC0467	Leasing Co. move three mpc2004ex's
60 months	\$998.54	Warehouse: some of the units location	Buyout Yes <input type="checkbox"/> No <input type="checkbox"/>
63 months		Move:imc2004ex units (AC2655,AC2656,AC	2657see spreadsheet for locations of move.

Image Management Agreement			
Base:	B&W Allowance:	Color Allowance:	Term: Monthly Overage B&W: .0038 Overage Color: .038
Payment includes	B&W Images per month	Overages billed Monthly at \$	per B&W Image
Payment includes	Color Images per month	Overages billed Monthly at \$	per Color Image

Qty.	Supplies	Price	Total
	Toner / Image Unit	Cost per impression includes toner, developer, parts	
	Staples	and labor. Please send back up toner.	

**Remote Meter Reading: (Please Initial)		Acceptance:	Decline:
Sales Rep:	<u>Kelly Clause</u>		
Install Date:	<u>mid July</u>		
Authorized By:			
Signature:			
Title:			
Email:			
Date:	<u>P.O. #</u>		

Subtotal	
Technical Installation/Training	\$495.00
Network Connectivity Fee (Up to 3 workstations)	\$295.00
Over 3 Workstations Networked x \$25.00 each	
Total Amount of Order	0
Sales Tax	
Less Deposit	
BALANCE	

Purchaser agrees to purchase/lease items described above in accordance with the terms hereof. Purchaser shall execute any documents and take any action necessary to complete any lease transaction described above and acknowledge that the lessor of the equipment may be a third party leasing company. Purchaser understands that Meritech is not bound by any written or oral representations made by its salesperson, which do not reflect on the face of the order. This order is firm and binding and may not be revoked by the purchaser. This order is not binding on Meritech until accepted and signed by an authorized Meritech officer.

Meritech Auth. Signature: _____

By authorizing this agreement, customer agrees to all Terms and Conditions of the Image Management Agreement so listed on the reverse side of this order.
THIS IS A NON-CANCELLABLE CONTRACT; Prices and policies are subject to change without notice.

www.meritechinc.com



Image Management Agreement

The Meritech Image Management Agreement provides full service on all covered equipment. The Image Management Agreement includes all parts, labor, travel for all service, preventative maintenance, toner and image units. Any exceptions or exclusions must be so noted on the face of this agreement. Impressions made during the billing period will be invoiced at the monthly rates as noted on the front of this order.

PRINT CONTROLLER / CONNECTIVITY SUPPORT / APPLICATION SUPPORT AGREEMENT

~~\$24.95 Monthly Print Controller / Connectivity and Application support. (1) Unlimited remote and phone support of Print Controller Software for the term of the agreement. Support includes "Can't Print, Can't Scan" items such as reconfiguring of the Network Controller, Device Application Server, Reinstallation, Print Driver Installation / Reinstallation and Troubleshooting. Two on-site visits included per year, additional visits billed at a reduced rate. (2) Unlimited remote and phone support of all device applications installed. Additional devices billed at \$5.00 each.~~

First 60 days of Can't Print, Can't Scan support are included in new installation at no charge.

If customer elects not to take the optional Print Controller / Connectivity Support / Applications Support, the customer will be billed at the current hourly rate for on-site and/or phone support pertaining to print driver and connectivity issues not covered under this agreement. In addition, should customer decide to take ownership of MFP HDD upon termination of the lease, customer will pay for time and materials at the current rates for that day and time.

Software Disclaimer: Meritech does not guarantee controller compatibility with any proprietary software products and/or operating systems.

SERVICE / SUPPLY BILLING TERMS

~~The service / supply coverage on this agreement is for one year or "X" amount of clicks as agreed upon for a set price.~~

~~\$35.00 / \$45.00 / \$55.00 per machine monthly minimum billing.~~

Monthly \$5.00 administrative fee per unit assessed for all declined Meritech Remote Meter Reading Reporting Services (RMR software). Billing invoice varies depending on the billing cycle chosen.

If there is a lapse in payment, Meritech reserves the right to withhold service on any equipment covered by this agreement.

All cancelled contracts where supplies are included will receive a final invoice for any toner and developer residing in machine and any unused supplies not returned at the time of cancellation, at manufacturer's suggested retail pricing.

Freight billed represents the shipping & handling cost based upon size, weight and destination of package.

RENEWAL TERMS

- 1 This agreement will automatically renew and be invoiced 30 days prior to the ending date listed on the front of this agreement, for the next successive 12 months, at the prices, terms, and conditions in effect at the time of renewal.
- 2 If there is a lapse in payment of the agreement, all service will be charged at the current hourly rate.
- 3 If there is a lapse in payment of the agreement and the customer wishes to reinstate the agreement, there will be a reinstatement fee assessed.
- 4 The customer has the option not to renew the agreement, this must be done in writing, no later than 60 days prior to the renewal of the agreement.
- 5 Meritech reserves the right to cancel the agreement due to non-payment of invoices, excessive abuse of equipment and/or irreconcilable differences.

TERMS & CONDITIONS

- 1 All parts and labor are provided during normal business hours of 8:00 am to 5:00 pm Monday through Friday, excluding Holidays. Refer to Meritech's M Guarantee program, regarding various M Services terms and conditions.
- 2 Customer is required to submit monthly meter readings to Meritech. You can submit your meter readings through the web at www.meritechinc.com or by fax at 216-459-0909. For networked machines, Meritech will provide PrintFleet software to automatically report meter readings. ALL METER OVERAGES ARE DUE MERITECH WHEN BILLED. If the customer fails to provide meter readings in a timely fashion, Meritech, at its discretion, will estimate all necessary meter readings. If the customer disputes invoices generated from estimated reads and rebilling is required, the customer will be assessed an administrative fee of \$4.95 for each meter affected. Customer authorizes remote access for meter reads and diagnostics throughout this agreement.
- 3 The amount of toner included in this agreement will be sufficient to provide 20% above manufacturers published yields for both black and color output. If applicable, an excess toner charge may be assessed on a pro-rated basis.
- 4 Prices are subject to change without prior notification. All pre-paid service contracts are non-refundable.
- 5 Non-Transferable/Non-Refundable Agreement; this agreement becomes void upon the sale or transfer of this equipment within or outside Meritech's servicing territory.
- 6 Any damages incurred from the movement of equipment by non-authorized Meritech Personnel will be the responsibility of customer.

EXCLUSIONS

- 1 UNCONTROLLABLE CIRCUMSTANCES: This agreement does not cover the repair of any or all equipment, if the equipment is damaged by Uncontrollable Circumstances; i.e., natural disasters, fire, water, accident, theft, act of third party, casualty, or any loss or damage occurring from uncontrollable circumstances.
- 2 Customer abuse: This agreement does not cover the repair of any or all equipment resulting from misuse or neglect to follow proper operating procedures. All components which may become broken, lost or damaged are chargeable.
- 3 This agreement does not cover the repair of any or all equipment, if it is deemed that the electrical supply to the equipment is bad or faulty.
- 4 Circuit Board failures, unless a Meritech approved surge protection device is installed in-line with listed equipment.
- 5 Meritech reserves the right to charge customer for any parts and supplies deemed by Meritech as noncompliant.



C.C.T. Financial*Image Management Agreement*

APPLICATION NO.

AGREEMENT NO.

4577 Hinckley Industrial • Cleveland, OH 44109 • Phone: 216.459.8333 • Fax: 216.459.0909

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to C.C.T. Financial.

CUSTOMER INFORMATION

FULL LEGAL NAME Strongsville City Schools			STREET ADDRESS 18199 Cook Rd.	
CITY Strongsville	STATE Ohio	ZIP 44136	PHONE 440-572-7052	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)
13883 Drake Road., 19091 Waterford Parkway, Media Center, 9306 Priem Rd, 20270 Royalton Rd.,**EQUIPMENT DESCRIPTION**

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
Ricoh IM 7000 System			<input type="checkbox"/>
Ricoh IM 7000 System			<input type="checkbox"/>
Ricoh IM C4500 System			<input type="checkbox"/>
Ricoh IM C4500 System			<input type="checkbox"/>

☐ See attached Schedule A ☐ See attached Billing Schedule

TERM AND PAYMENT INFORMATION

60 Payments* of \$ 998.54 *If you are exempt from sales tax, attach your certificate.* *plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

Payment includes	B&W images per month	Overages billed monthly	at \$	per B&W Image*
Payment includes	Color images per month	Overages billed monthly	at \$	per Color image*
Payment includes	Color images per month	Overages billed monthly	at \$	per Color image*
Payment includes	Color images per month	Overages billed monthly	at \$	per Color image*

By signing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement.

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

C.C.T. Financial			
LESSOR	SIGNATURE	TITLE	DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED

FEDERAL TAX I.D. #

PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	ACCEPTANCE DATE
PRINT NAME			

TERMS AND CONDITIONS (Continued on Page 2)

1. AGREEMENT: You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If maintenance and supplies are not included, the term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

EXHIBIT E

Page 4 of 6

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. We may charge you a processing fee for administering property tax filings. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT; YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT,** without our prior written consent. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-506 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-salable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.** You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receive communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** **WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS."** YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. **MAINTENANCE AND SUPPLIES:** Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and loner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of images shown on page 1 for each applicable image type. Regardless of the number of images made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered image that exceeds the applicable minimum number of images. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

Schedule "A"

AGREEMENT NO.

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and C.C.T. Financial.

EQUIPMENT DESCRIPTION

[illegible]

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer.

X

Rev. 03/17/2020

C.C.T. Financial

AGREEMENT NO.

\$1.00 PURCHASE OPTION ADDENDUM

Addendum to Agreement # _____, between Strongsville City Schools
as Customer and C.C.T. Financial, as Lessor. The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor. This Addendum supersedes all other end of term options contained in the Agreement. This Addendum is specific to the aforementioned Agreement # and shall not be incorporated into any future supplements/schedules thereto.

The parties wish to amend the above-referenced Agreement by adding the following language:

Provided that no event of default under the Agreement has occurred and is continuing, you shall have the option to purchase the Equipment at the end of the original term for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

C.C.T. Financial

Lessor

Signature

Title

Date

Strongsville City Schools

Customer

X

Signature

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.