

REQUEST FOR QUOTATION
Exhibit A
Pricing Page

- The quantity listed for Peak Period Customer & Technical Service is an estimate only for evaluation purposes.

<u>Item</u>	<u>Item/Description</u>	<u>Qty.</u>	<u>Monthly Cost</u>	<u>Total Cost of Lease for 48 Months</u>
Section 3.1.1 – 3.3.4	Total Cost for Folder/Inserter/Stuffer hardware and software 48 month lease	48	\$ 2,802.62	\$ 134,525.76
SUBTOTAL				\$ 134,525.76
<u>Item</u>	<u>Item/Description</u>	<u>Qty.</u>	<u>Hourly Rate</u>	<u>Extended Cost</u>
Section 3.3.5	Peak Period Customer & Technical Service – Off Hours During November – February, Price Per Hourly Rate *	100 hours	Monday - Saturday \$ 225	\$ 22,500
TOTAL BID AMOUNT				\$ 157,025.76

*If Sunday service required please add on additional \$75 to the above hourly rate.

Vendor Name: Pitney Bowes, Inc.

Signature: Susan Lopinsky

Title: WV Government Account Manager

E-Mail Address: susan.lopinisky@pb.com

Phone #: 304-881-9298

January 5, 2017

Linda Harper, Senior Buyer
State of West Virginia, Purchasing Division
20 19 Washington Street, East
Charleston, WV 25305

RE: RFQ: CRFQ AUD 1700000004
Bid response date: 1-05-2017, 1:30 PM

Attachments: Pitney Bowes General Terms
Pitney Bowes State and Local Fair Market Value Lease Terms
Planet Press End User License
Distribution Solutions SLMA
Pitney Bowes Customer Satisfaction Guarantee
Signed bid pages and pricing sheets

Dear Ms Harper:

Pitney Bowes Inc. is pleased to submit the enclosed offer in response to the referenced Request for Quote B CRFQ AUD 1700000004. For more than 96 years, Pitney Bowes has been helping state and local governmental customers meet their varied mailing needs at highly competitive prices. As the original equipment and software manufacturers and service providers of the products offered, we are committed to providing superior customer service, product quality, value based solutions and technology, innovative cost solutions and outstanding service. ***Please note, this offer is contingent on the terms of this offer letter. Any subsequent contract or purchase order will be governed by the terms of your solicitation document as well as any terms contained in our proposal. If the terms and conditions are not acceptable as offered, the price proposal as provided is not valid and subject to change and new negotiation.***

The following proposal outlines our offer. PBI bids in accordance with the bid and included with our submittal are the PBI General Terms, as well as the Pitney Bowes Global Financial Services, ("PBGFS") Lease Agreement. PBI agrees to negotiate any of the agreements in good faith effort upon award. The PBGFS State and Local Fair Market Value Lease terms and conditions shall govern all lease transactions. In the event of conflict between the PBGFS terms and conditions and this bid, the PBGFS terms shall govern and prevail. Please note that the agreements referenced above as attachments, are industry standard and are specific to the structure being offered.

Pitney Bowes respectfully notes the following exceptions or modifications to the West Virginia Terms and Conditions. Modifications will be indicated with exception as struck through and in red font and additions will be bolded and in yellow highlight.

General Terms and Conditions (Agency Delegated Procurements Only)

Section 7, INSURANCE: PBI will provide COI upon award. PBI respectfully clarifies, "The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above." While PBI cannot commit to proof of additional insurance without specifics, upon award, will work with the State to provide all documentation possible.

Section 10, LIQUIDATED DAMAGES: PBI respectfully notes that this section is not completed and so considers it as not applicable.



Section 15, TAXES: PBI requests, upon award, that the WV State Auditor's Office provide a copy of their tax exemption.

Section 19, TIME: Pitney Bowes respectfully takes exception to the phrase, "~~Time is of the essence~~". Pitney Bowes will make every reasonable effort to deliver on all aspects of the contract in an efficient and timely manner.

Section 25, SUBSEQUENT FORMS: Pitney Bowes respectfully takes exception. PBI Terms and Conditions will govern the transaction. Client's signature on Order Agreement signifies their acceptance of the PBI Terms and Conditions.

Section 27, WARRANTY: Pitney Bowes respectfully takes exception to this in its entirety. See attached PBI Terms and Conditions which includes a Warranty in Section G.2.

Section 36, INDEMNIFICATION: Pitney Bowes respectfully modifies the section as follows; "The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged (**excluding loss or damage to data, software and other forms of information**) due to the **gross negligence or willful misconduct of by** the Vendor, its officers, employees, or subcontractors **in connection with by the publication, translation, reproduction, delivery, in connection with performance, use, or disposition of any data used** under the Contract **in a manner not authorized by the Contract, or by Federal or State statutes or regulations;** and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws."

We sincerely thank you for the opportunity of providing you with solutions that meet your goals. Pitney Bowes looks forward to a long relationship and hope this will be one of many opportunities to become and remain one of your most valuable vendors.

Sincerely,

A handwritten signature in blue ink that reads "Susan Lopinsky".

Susan Lopinsky
Government/Major Account Manager
304-881-9298



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 28 - Office Equip.

Proc Folder: 281015

Doc Description: ADDENDUM # 1 - LEASED FOLDING INSERTER SOFTWARE/MAINTENANCE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-12-22	2017-01-05 13:30:00	CRFQ 1200 AUD1700000004	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Pitney Bowes, Inc.
 8245 Boone Blvd., Ste 470
 Vienna, VA 22182
 (304) 881-9298

FOR INFORMATION CONTACT THE BUYER

Linda Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X

Susan Lapinsky

FEIN #

DATE 01-05-17

All offers subject to all terms and conditions contained in this solicitation

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AUD1700000004

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Pitney Bowes, Inc.
Company

Lusem Lopinsky
Authorized Signature

01-05-17
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Susan Lopinsky, WV Government Account Manager
(Name, Title)
Susan Lopinsky
(Printed Name and Title)
8245 Boone Blvd., Ste 470, Vienna VA 22182
(Address)
304-881-9298 / 203-617-6852
(Phone Number) / (Fax Number)
Susan.Lopinsky@pb.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Pitney Bowes, Inc
(Company)
Susan Lopinsky, Susan Lopinsky, WV Government Account Manager
(Authorized Signature) (Representative Name, Title)
Susan Lopinsky, WV Government Account Manager
(Printed Name and Title of Authorized Representative)
01-05-17
(Date)
304-881-9298 / 203-617-6852
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Folder/Inserter/Stuffer Hardware and Software Solution

10.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Susan Lopinsky

Telephone Number: 304-881-9298

Fax Number: 203-617-6852

Email Address: susan.lopinisky@pb.com

**REQUEST FOR QUOTATION
Exhibit B**

A. Business Use

1. Users shall abide by and comply with any and all copyright laws pertaining to computer software and by any software license agreements that are legally applicable to them.
2. All software and licenses used by the contractor must be legally purchased or acquired.
3. The use of WVSAO software shall be in accordance with applicable laws and regulations.

B. Improper Use

1. Any use of WVSAO software must not be illegal, must not constitute or be perceived as a conflict of WVSAO interest, and must not violate WVSAO policies.
2. Users shall not violate any laws or regulations through the use of WVSAO software.
3. Unauthorized copying of copyrighted software and licenses for corporate, personal use, or for distribution to others is prohibited.
4. Receipt and use of unauthorized software copies and licenses is prohibited.
5. WVSAO Electronic Communications Systems shall not be used to send, receive, or store any commercial software, shareware, freeware, or public domain without the WVSAO prior authorization.

Policy Non-Compliance

Anyone using this computer network system expressly consents to their data to be monitored and is advised that if such monitoring reveals possible conduct of criminal activity, system personnel will provide the evidence of such activity to law enforcement officers.

Access is restricted to authorized users only. Unauthorized access is a violation of state and federal, civil and criminal laws.

I, Susan Lopinsky, certify that I have read and understand the West Virginia State Auditor's Information Security Policy (For Contractors and any 3rd parties) contained herein. I also agree to comply with the restrictions noted within this document.

Susan Lopinsky
(Name)

Susan Lopinsky 01-05-17
(Signature/Date)

It is also understood between the Parties that during the term of the CRFQ AUD1700000004 by and between the Parties that the User will receive and protect confidential information in conformance with this Agreement.

Except as permitted herein, the User agrees that it will only disclose such information upon written approval of the West Virginia State Auditor's counsel or designee. This provision applies to the disclosure of information in its total or fragmented form.

Any information in any form that may be provided to User by the WVSAO including, but not limited to, copyrighted materials in the course of the Parties' CRFQ AUD1700000004 and any software, computer equipment, or any other property or equipment that may be made available to User by WVSAO from time-to-time, are the exclusive property of the WVSAO and shall be promptly provided to WVSAO upon request by the WVSAO, or remain in the WVSAO's possession, if applicable, except as specifically consented to, in writing, by the WVSAO

The User and WVSAO agrees that any document, report, the User prepares pursuant to the underlying CRFQ AUD1700000004 by and between the (Parties) (the "Work Product") shall be delivered unto the WVSAO upon completion and is subject to the non-disclosure requirements hereunder, and neither party shall release the Work Product to any other source or third party without the other party's prior written approval. This prohibition shall not apply to proprietary information owned by User to the extent that it has been incorporated into the Work Product.

The User understands that even when it no longer has access to records at the WVSAO, it is forever bound by this Agreement and must continue to maintain the confidentiality of information to which it has previously had access for a period of three (3) years after termination of the CRFQ AUD1700000004.

By signing below, the User acknowledges that it has read and understands the contents of this Agreement and understands that except as permitted by this Agreement, the improper collection, use, or disclosure of confidential information will result in a breach of this Agreement. In addition, the WVSAO reserves the right to seek any remedy available at law or in equity for any violation of this Agreement.

West Virginia State Auditor's Office

Vendor CRFQ AUD1700000004

By: _____

By: *Luan Loginsky*

Title: _____

Title: *WV Government Account Manager*

Date: _____

Date: *01-05-17*

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Pitney Bowes, Inc.

Authorized Signature: *Luson Lopinsky* Date: 01/05/17

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 5th day of January, 2017.

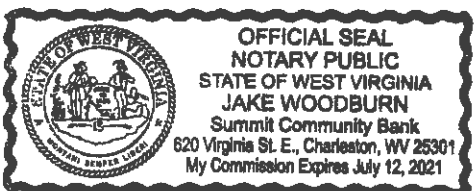
My Commission expires 7/12, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 08/01/2015)



Addendum to Pitney Bowes Bid Submission

We have created this addendum to call attention to specific information that we believe is beneficial in presenting as points of clarity and support for the bid. We will cover one specific area – implementation, which is central to a successful award and transition.

Software Implementation – Given the need for a quick and efficient turn around once the award has been made, we have carefully evaluated how to best accommodate the transition should we have the privilege of receiving the award. We will be able to make the timeline implementation as directed in the RFQ. Our plan is to migrate the base software to the latest version while installing on a new PC provided by Pitney Bowes. In addition to the migration, we will bring over all the linkages and projects in an uninterrupted fashion, insuring a timely cutover. Other than the downtime for migration, the workflows will remain in place and transition without interruption.

We will be adding another level of training to the workflow and the document processing software, called Planet Press. We will train designated persons to be able to make the modifications of the jobs in an efficient manner. This will give the department full control over the software and not be reliant on Pitney Bowes to make subsequent changes in the future. We will continue to provide coaching to support this migration.

Hardware (Folder/Inserter) Implementation – The equipment we will be providing is the equivalent replacement of what you are using today. While many of the improvements are mechanical, most of the operator functions remain the same, allowing for a quick start and normalcy after installation and training.

Our sales and service team has carefully evaluated our plan and service delivery to ensure little disruption and maximum uptime as you migrate through your busy time of the year. Without question, we will be able to meet your timing expectations and transition to ensure no interruption to your critical processes.

We appreciate an opportunity to continue our relationship with West Virginia Auditors.

Customer Satisfaction Guarantee

Pitney Bowes Mailing, North America is committed to providing our customers with the finest products backed by the highest quality care and service. As long as you continually maintain coverage with a Pitney Bowes maintenance agreement for hardware and a software maintenance agreement for software after warranty, Pitney Bowes promises to provide you the following:

Guaranteed product performance

For all new and remanufactured Pitney Bowes branded products provided by Pitney Bowes in the U.S., we guarantee performance to our specifications for the initial term of the lease or three years if purchased. If, during that period, the product does not perform to our specifications, and we cannot repair it, we will replace it with a comparable product. If during the first ninety days after installation the replacement product does not perform as specified, you will be entitled to a refund of payments made to us for the replacement product. If the original or replacement product fails to perform due to the use of a non-Pitney Bowes consumable supply or unapproved software/hardware modification, this guarantee will not apply.

Guaranteed nationwide service

Our nationwide service force will respond to service and preventative maintenance requests as part of your maintenance agreement for hardware. If we find that we cannot return your Pitney Bowes branded equipment to a satisfactory operating condition within a reasonable time, where appropriate, we will provide you with a loaner at no additional cost.

Help line support

For customers with products that are supported through our Diagnostics Center, toll-free telephone technical assistance is available Monday through Friday, 8:00 A.M. until 8:00 P.M. EST exclusive of holidays.

Rate change protection

With our ability to accommodate a wide range of carriers, we are your rate data source. Also, should you select any of our plans that include software rate protection, we guarantee that you will not be charged for unexpected rate changes within the scope of your plan.

Operator productivity and training excellence

For all products that we install, our skilled professionals will effectively deliver the agreed upon installation and training services. Furthermore, if you attend our acclaimed Mail Management Seminar, we will train your employee(s) on the latest and most efficient use of postal services.

Purchase Power® service

The Pitney Bowes Bank, Inc. provides postage advances to all qualified customers in good standing. You will not have to pay for postage in advance. You can mail now and pay later when you get your bill.

At Pitney Bowes, we are committed to maintaining long-term partnerships with our customers. If our sales and service support team has been unable to satisfy you, I would like to hear from you. Please call my office at 800 622 2296.

We won't be satisfied until you are satisfied.



Harris Warsaw
Senior Vice President of Global Sales, Global SMB Solutions

State and Local Fair Market Value Lease

Agreement Number												

Your Business Information

ST OF WV AUDITORS OFFICE LAND DIVISION

Full Legal Name of Lessee / DBA Name of Lessee		Tax ID # (FEIN/TIN)	
1900 KANAWHA BLVD E RM 118	CHARLESTON	WV	25305-0021
Billing Address : Street	City	State	ZIP+4
Melinda Wickline	8885096568	0016735520	
Billing Contact Name		Billing Account #	
1900 KANAWHA BLVD E RM 118	CHARLESTON	WV	25305-0021
Installation Address (if different from billing address) : Street	City	State	ZIP+4
Melinda Wickline	8885096568	0016735520	
Installation Contact Name		Installation Account #	
	2017-04-04		
PO #	Quote Expiration Date		

Your Business Needs

Qty	Item	Business Solution Description
1	PLANETPRESSADDON	Add on PlanetPress Software
4	WPF1	WPF1-Documents Pro Svcs Level 1
4	WPF5	WPF5-Documents Pro Svcs Level 2
1	RELAY7000	Relay 7000 Inserting System
1	DITS	DITS Scan Install & Training
1	DITV	DITV-Installation and Training-Stackers
3	F780183	F780183 - Sheet/Flat envelope Tray
1	F780184	F780184 - Insert Tray
2	F790042-01	Power Cord
1	F790700-01	F790700-01 - US Relay Localization Kit
1	F7SB	F7SB - Barcode Scanning Software
1	F7TB	F7TB Tower OMR BC Scan Hardware
1	STDsla	Standard SLA-Equipment Service Agreement (for Relay 7000 Inserting System)
1	T10K	T10K-Insertier Installation & Training
1	T170	T170 - Relay 7000 Inserting System

1	TIET	TIET - Exit Transport
1	TIVP	TIVP - Vertical Power Stacker
1	SSL	Send Suite Live
1	SLB1	PC w/ Flat Panel Monitor
1	SLEP	E-Certified/eRR Productivity Pack
1	SLT1	ERR Certify Mail /Proof of Delivery (1)
1	SMATIER2	SMA Tier 2-Software Service Agreement
1	SSL1	SSL 1 Location - 1 Workstation
1	SSTA	Admin Training -Up to 4Hrs
1	SSTE	Operator Training-Up to 4Hrs (2 Oper.)
1	SSU4	Installation Project Level 2 (1/2 day)
3	SSU5	Installation Project Level 2 (1 day)
1	SSV0	Project Management (1/2 day)
1	SSVS	SendSuite Live 24/7 Standby Soft. Spprt
1	SSZ1	Planet Press Interface 1 Location

Your Payment Plan

Initial Term: 48 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
48	\$ 2,802.62	\$ 8,407.86

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
 Tax Exempt Certificate Not Required
 Purchase Power® transaction fees included
 Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 1/14), which are available at www.pb.com/statelocal/mv/terms and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

Not Applicable

State/Entity's Contract # _____

Lessee Signature _____

Print Name _____

Title _____

Date _____

Email Address _____

Pitney Bowes Signature _____

Print Name _____

Title _____

Date _____

Sales Information

Susan Lopinsky

susan.lopinisky@pb.com

Account Rep Name

Email Address

Change Request Document (CRD)

Prepared For:

State of WV Auditor's Office

Project Phase:	
<input type="checkbox"/> Pre-Sales Business Analysis & Solutions Design SDMS Request ID: 66773 Change Request #:	<input type="checkbox"/> Technical Design & Deployment SDMS Project ID: Change Request #:
Submitter's Contact Information:	
Name <u>Ken Koletty</u>	Phone #: <u>609-332-2966</u>
Title <u>Technical Business Analyst</u>	Email Address: <u>kenneth.koletty@pb.com</u>
Submission Date: <u>1/05/2017</u>	

Priority	<input checked="" type="checkbox"/> High/Critical	<input type="checkbox"/> Medium/Important	<input type="checkbox"/> Low/Desirable
Change Type	<input type="checkbox"/> New Requirement	<input type="checkbox"/> Requirement Change	<input type="checkbox"/> Design Change
	<input checked="" type="checkbox"/> Other: Update and move software (Renewal)		
Reason for Change	<input type="checkbox"/> Legal/Regulatory	<input type="checkbox"/> Customer Request	<input type="checkbox"/> Defect
	<input checked="" type="checkbox"/> Other: Renewal		

Descriptive Title: **Moving software to new PC and Relay Info**

Product Name(s)	Planet Press, SendSuite Live, Relay 7000
Current Version(s)	Planet Press - 7.5.3
Description of Proposed Change	Pitney Bowes will move and update the Planet Press software and SendSuite Live software to a Pitney Bowes supplied PC. The State of WV Auditor's Office will continue to use the software as currently installed and an OMR mark will be set up to allow sealing to designated envelopes. The Planet Press installer will train the State of WV Auditor's Office on how to correct names on the forms when needed. The installer will also document the steps to make the corrections. This will allow the State of WV to timely implement changes to the program without additional costs.
Area Affected	Initial installation - like for like software move and to ensure that OMR envelope sealing is activated as needed in Planet Press and on the Relay 7000.
Benefits / Business Justification for Change	Like for like renewal with minimal downtime to stay up and running during the busy season for the State of WV Auditor's Office.

Impact

Budget	
Timeline	30 Calendar days from bid award to Go Live

Status

Status	<input type="checkbox"/> Open	<input type="checkbox"/> Rejected	<input checked="" type="checkbox"/> Presented for Approval
	<input type="checkbox"/> On Hold	<input type="checkbox"/> Denied	<input type="checkbox"/> Closed
Status Date	10/03/2016		

Approval

State of WV Auditor's Office

Signed: _____

Name: _____

Title: _____

Date: _____

Pitney Bowes Inc.

Signed: _____

Name: Ken Kolety, Jeffrey Herbert

Title: Business Analyst CCM, Business Analyst DS

Date: 1/05/2017

Change Request Review Log

BUSINESS ANALYSIS EVALUATION

(Attach email approvals, complete with name of approver and date, in PDF format)

Name of Approver: _____
Date change submitted: _____
Date change accepted: _____

<u>Document Name</u>	<u>Document date or revision#</u>	<u>Section(s) affected</u>
Scope Definition Document	_____	_____
Use Case Specifications	_____	_____
System Requirements Specifications	_____	_____
Other (specify): _____	_____	_____

TECHNICAL EVALUATION

(Attach email approvals, complete with name of approver and date, in PDF format)

Name of Approver: _____
Date change submitted: _____
Date change accepted: _____

Software/Hardware components affected: _____
 Screens/Reports/Modules/Integration affected: _____



Shipping & Mailing
Inserting

pitney bowes 

Relay™ 7000/8000 inserters

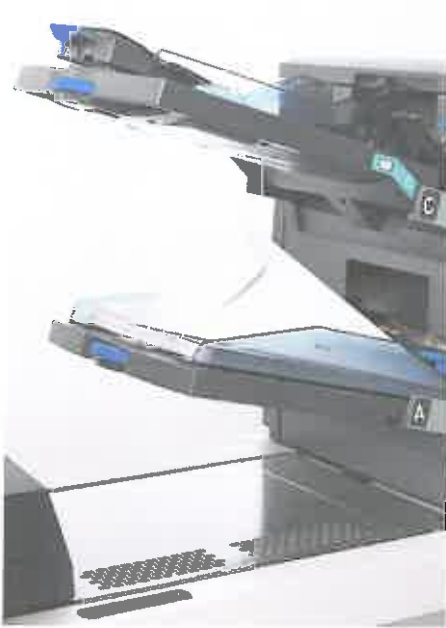
High-volume mail demands high-volume accuracy.

Get the fast, reliable mail assembly your business needs mailing after mailing.

Whether it's sending out monthly bills to existing customers or direct mail to build your business, your mail is critical to your success. And getting it right isn't just important. It's everything. Because these days a single mistake can undo months of communications.

The Relay 7000 and 8000 inserters are specifically designed to provide custom, reliable processing of up to 200,000 pieces a month at high speed. So you can be confident you're not just sending your mail out on time, but you're sending the right information to the right customer.

For more information, visit us online: pitneybowes.com/us/relayinserters



The same innovative document-integrity technology used by the world's largest mailers

When you consider that millions of bills, notices, health records and other sensitive documents are sent to customers every day, you realize why it's so important for the mail to receive the highest privacy safeguards possible. Now you can give your business the advantage of the very same customer data privacy protection used by global companies.

Combine flexibility and accuracy

The Relay 7000/8000 inserters offer the options you need to meet the demands of an ever-more-competitive marketplace and the increased pressure of strict compliance regulations. Among them are 2D scanning and file-based processing, which ensure that your most important mail reaches the right customer on time every time.

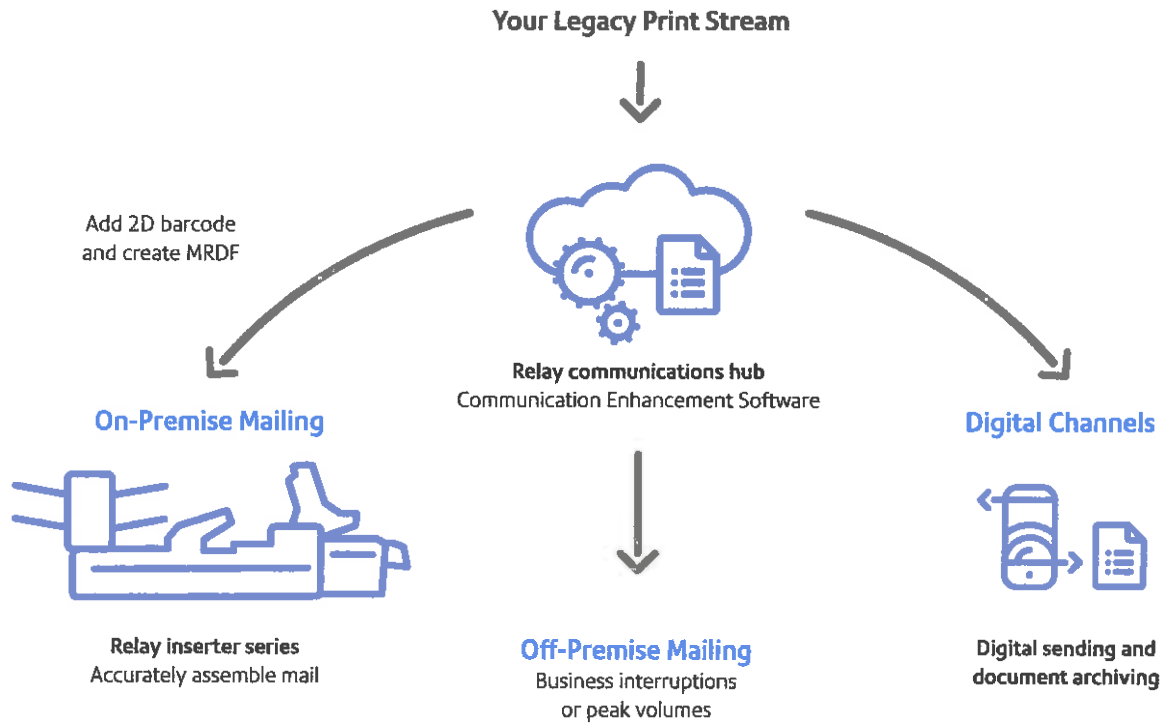
Take on even the most complex mailings

You shouldn't have to tailor your mail programs to the limitations of your equipment. The Relay 7000/8000 inserters provide the flexibility to insert pages into letter-sized or flat envelopes in the same mail run without stopping the machine. Even better, setup is easy and fast.



Validate every page of a mailing against the intended mail file automatically with file-based processing.

Relay™ multi-channel communications suite



Protecting private customer data is easier than you think

When it comes to your customers' personal information, "good enough" is never good enough. Fortunately, adding the security of 2D barcodes to documents and file-based processing to your workflow is simple with the Relay communications hub.

Using existing print streams, this web-based software allows you to add 2D barcodes and create the Mail Run Data File (MRDF) for file-based processing, without redesigning your documents.

Keep your mail moving without the worry

By working together, the Relay 7000/8000 inserters and the Relay communications hub provide you with best-in-class data privacy and workflow safeguards. In the event of an unexpected business interruption

or production capacity overflow, the Relay communications hub dynamically moves your work offsite so your mail doesn't stop.

The Relay™ 7000 and 8000 inserters Side-by-Side Comparison

Feature	Relay 7000	Relay 8000
Throughput	5,400 per hour	5,400 per hour
Monthly Capacity	120,000	200,000
Fold Options	C, Z, Half, Double, No Fold	C, Z, Half, Double, No Fold
Integrity Options	OMR, 1D, 2D, File Based	OMR, 1D, 2D, File Based
Media Sizes	Min: 127mm(W) x 135mm(H) Max: 250mm(W) x 356mm(H)	Min: 127mm(W) x 135mm(H) Max: 250mm(W) x 356mm(H)
Standard Sheet Feeder Capacity	350 Sheets	350 Sheets
Inserter Feeder Capacity	350 Inserts	350 Inserts
High-Capacity Sheet Feeder Capacity	2,000 Sheets	2,000 Sheets
Letter Envelope Capacity	500 Envelopes	500 Envelopes
Max. Number of Feeders	8 (4 High-Capacity Sheet Feeders + 4 Sheet/Inserter Feeders)	8 (4 High-Capacity Sheet Feeders + 4 Sheet/Inserter Feeders)

For more information, call Pitney Bowes at 1 800 322 8000 or visit us online:
pitneybowes.com/us/relayinserters



World Headquarters
 3001 Summer Street
 Stamford, CT 06905



SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

For

Distribution Solutions Software

(September 2015)

THIS SOFTWARE LICENSE AND MAINTENANCE AGREEMENT (this "Agreement") is between Pitney Bowes Inc., a Delaware corporation, with offices at 3001 Summer St., Stamford, CT 06926-0700, ("Pitney Bowes") and the customer ("Licensee") named in the sales agreement ("Sales Agreement") or lease agreement (which agreement may include financing provisions) ("Lease Agreement") with Pitney Bowes or one of its affiliates relating to one or more of the software products named in such Agreement (whichever of the Sales Agreement or the Lease Agreement is applicable is referred to herein as the "Sales/Lease Agreement"). If Licensee is not a resident of the United States, Pitney Bowes will be the affiliate or subsidiary of Pitney Bowes operating in Licensee's geography. The terms of this Agreement are in addition to, and do not supersede, the terms of the Sales/Lease Agreement, except that, with respect to the Pitney Bowes Software (as defined in Section 1.1 below), this Agreement does supersede those portions of the Sales/Lease Agreement that refer expressly to software (other than those portions that relate to financing with respect to the Licensed Software). In the event of a conflict between the terms of this Agreement and the Sales/Lease Agreement with respect to the Pitney Bowes Software, the terms of this Agreement shall control. LICENSEE'S SIGNATURE ON THE SALES/LEASE AGREEMENT OR USE OF THE PITNEY BOWES SOFTWARE CONSTITUTES LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE AGREEMENT.

1 LICENSE

1.1 License Grant and Term. Pitney Bowes grants to Licensee, pursuant to, and subject to Licensee's compliance with, the terms and conditions set forth in this Agreement and subject to payment of all applicable license fees relating to the Pitney Bowes Software, and Licensee accepts a non-exclusive, non-transferable license to access and use the Pitney Bowes Software for the Term (the "License"). The "Term" is: (a) a perpetual term in the case of Pitney Bowes Software subject to a Sales Agreement; and (b) the term of the applicable Lease Agreement in the case of Pitney Bowes Software subject to a Lease Agreement. This license does not include the right to grant sublicenses. "Pitney Bowes Software" means: (a) whichever of the software named above that is listed, with prices, in the Sales/Lease Agreement, (b) any Pitney Bowes proprietary software or third party proprietary software that connects with or interfaces the software named above to any Pitney Bowes, Licensee or third party equipment, software or service, (c) any other Pitney Bowes proprietary software and third party proprietary software that are listed, with prices, in the Sales/Lease Agreement and are directly related to Licensee's use of the software referred to in clause (a), and (d) any Pitney Bowes or third party proprietary development tools provided under this Agreement that are reasonably required to use the Pitney Bowes Software. Notwithstanding the foregoing, "Pitney Bowes Software" excludes any Pitney Bowes proprietary software and any third-party software that is subject to a separate software license agreement ("Excluded Software"). All obligations with respect to Excluded Software shall be exclusively governed by such separate software license agreement and, in the case of Excluded Software that is third-party software, shall be exclusively owed to Licensee by the third-party licensor thereof.

1.2 Software Use. Licensee is authorized to use the Pitney Bowes Software and the User Manual (as defined in Section 1.4) solely for its own internal operations at the location(s) indicated in the Sales/Lease Agreement, this Agreement or any applicable Statement of Work or Statement of Work Addendum (collectively, a "SOW"). Notwithstanding the foregoing, the Pitney Bowes Software may only be installed and used outside of the United States when the base application of the Pitney Bowes Software is installed within the United States. Licensee shall not use the Pitney Bowes Software in the operation of a time-sharing or service bureau arrangement or as an application service provider. Licensee shall not allow access to the Pitney Bowes Software through any other means than those indicated in the Sales/Lease Agreement or in any applicable SOW. If this License is for a designated computer system, no authorization is required from Pitney Bowes to transfer the Pitney Bowes Software from one computer system to another at such location(s). However, transfer of the Pitney Bowes Software to another Licensee location shall require prior written consent of Pitney Bowes, which shall not be unreasonably withheld. Upon completion of the transfer, Licensee shall certify to Pitney Bowes in writing that all copies of the Pitney Bowes Software at the prior location were either transferred to the new location or destroyed.

1.3 Computer System. Licensee is authorized to install and use the Pitney Bowes Software on a server or, if deployed in a client/server configuration, on load balanced application servers, in either case with user access as defined in the User Manual or applicable SOW. If Licensee wishes to add additional computer servers or systems or users to the computer system environment, then Licensee shall so notify Pitney Bowes, which shall deliver the Pitney Bowes Software or provide access to the Pitney Bowes Software upon payment of any applicable additional fees.

1.4 User Manual. Licensee is entitled to one (1) copy of the applicable User Manual in electronic, paper or other form as usually accompanies the Pitney Bowes Software for each License granted. "User Manual" means any manual and other written documentation (including on-line documentation) supplied by Pitney Bowes to Licensee at the time of delivery of, and for use with, the Pitney Bowes Software or in connection with Software Maintenance (other than updates or enhancements, if any, relating to carrier compliance), in each case where such manual or other documentation describes the core functionality of the Pitney Bowes Software. Pitney Bowes may make changes in the User Manual to correct or remove errors in documentation and to bring the User Manual into substantial compliance with the Pitney Bowes Software.

1.5 Backup Copies. Licensee shall have the right to make no more than two (2) copies of the Pitney Bowes Software solely for backup and archival purposes and exclusively for Licensee's internal use, provided that such copies include all original copyright and other proprietary notices.

1.6 Fees. Fees for the License and Software Maintenance, if applicable, are included in payments under the Sales/Lease Agreement. If the number of locations or the number of users or computer systems exceeds what is permitted by and/or paid for under the Sales/Lease Agreement, Pitney Bowes and its affiliates may charge Licensee for, and Licensee shall pay, the appropriate license and Software Maintenance fees based on such excess in accordance with the applicable rates then in effect. Value-based services separately stated in the Sales/Lease Agreement may bear a separate charge as stated therein.

1.7 Reservation of Rights. Any right not specifically granted in this Agreement by Pitney Bowes is expressly reserved. Nothing herein grants Licensee any ownership rights to the Pitney Bowes Software, or any ownership rights or license to the trademarks, copyrights, trade secrets and patents of Pitney Bowes or Pitney Bowes's licensors, other than as is necessary to execute the Pitney Bowes Software as permitted herein.

1.8 Hazardous Materials. If the Pitney Bowes Software permits the shipment of hazardous materials, the following terms apply:

(a) Licensee hereby represents and warrants that it has obtained and maintained any and all certifications, licenses or other authorizations necessary or proper in furtherance of its use of the Pitney Bowes Software, including without limitation, federal certification pursuant to United States Department of Transportation regulations regarding the identification, processing and transportation of hazardous materials. Licensee further represents and warrants that during the Term of this Agreement it will, (i) properly and consistently train its federally certified hazardous materials employee(s) concerning the entering of commodity code information into the Pitney Bowes Software in compliance with all applicable laws and regulations, (ii) ensure that any Licensee site utilizing the Pitney Bowes Software is properly certified to ship hazardous materials, (iii) ensure that a federally certified hazardous materials employee is available on any applicable site during installation of the Pitney Bowes Software, (iv) identify hazardous material commodities that are shipped, (v) prepare hazardous commodity information, (vi) enter and maintain commodity code information in the Pitney Bowes Software, and (vii) enter and maintain hazardous material templates where applicable.

(b) Licensee acknowledges and agrees that Pitney Bowes will not (i) identify what is a hazardous material, (ii) make any suggestions on what types of hazardous materials can be shipped individually or together, nor (iii) make any suggestion on what types of containers are to be used when shipping hazardous materials.

2 WARRANTY

2.1 Warranty. (a) Pitney Bowes warrants during the Warranty Period that the Pitney Bowes Software will conform

to all substantial operational functions of the Pitney Bowes Software described in the User Manual if installed and used in the operating environment specified therein or in the applicable SOW. The "Warranty Period" for the Pitney Bowes Software is ninety (90) days from the date Licensee receives access to the Pitney Bowes Software via a license key, or any similar activation technology; provided that, due to its installation procedures, the Warranty Period for the SendSuite®Live shipping software for multiple sites ("Multi-Site Software") is ninety (90) days from the date of Acceptance of the Multi-Site Software at the initial site. "Acceptance" shall be deemed to have occurred on the earlier of: (i) when Licensee has indicated its acceptance of the Pitney Bowes Software; (ii) after thirty days from delivery of the Pitney Bowes Software (the "Acceptance Period") unless Licensee has provided a notice of rejection during such period; or (iii) when the Pitney Bowes Software has been installed and conforms to all substantial operational functions as described in the User Manual therefor. Licensee shall not unreasonably withhold or delay its acceptance. If the Pitney Bowes Software does not so conform during the Warranty or Acceptance Period, Pitney Bowes shall, at its option, (i) repair the Pitney Bowes Software, (ii) replace the Pitney Bowes Software or (iii) as may be applicable, refund the License fee paid under a Sales Agreement for the non-conforming Pitney Bowes Software or, if the Pitney Bowes Software is subject to a Lease Agreement, refund payments made for the License fee and secure a release from future payments with respect to such License fee under such Lease Agreement. In the case of clause (iii), this Agreement shall be deemed to be terminated as it applies to the relevant Pitney Bowes Software.

(b) If Pitney Bowes supplies carrier rate information ("Rate Information") to Licensee in connection with this Agreement, the media upon which the Rate Information is supplied are warranted to be free from defects for a period of ninety (90) days after installation (or after Acceptance in the case of the Multi-Site Software). Licensee's sole remedy for breach of this warranty shall be replacement of the Rate Information media. The Rate Information itself, although obtained from carriers or other sources believed to be reasonably reliable, is not warranted to be accurate, complete or correct. Pitney Bowes shall have no liability for any damages Licensee may incur as a result of Licensee's use of the Rate Information.

(c) The warranties in this Agreement shall not apply if the Pitney Bowes Software fails to perform as a result of: (i) the Pitney Bowes Software not having been used in a manner authorized by this Agreement or for the ordinary purpose for which it is designed or in accordance with the applicable SOW; (ii) the Pitney Bowes Software having been altered, modified, converted or repaired by anyone other than Pitney Bowes; (iii) the Pitney Bowes Software having been used with any Licensee or third-party hardware or software not specified in the applicable SOW; (iv) negligence, accident, misuse, abuse, operator error or any other cause within Licensee's control; (v) virus, contamination, loss of data, external forces, loss of electrical power or power fluctuation; (vi) casualty or sabotage; (vii) breach of this Agreement by Licensee; or (viii) any use of the Pitney Bowes Software beyond the number of locations or the number of computer systems permitted by and/or paid for under the Sales/Lease Agreement, except, in the case of clause (iv), (v) or (vi), to the extent the same results from Pitney Bowes's negligence or willful misconduct.

2.2 Warranty Limitation. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PITNEY BOWES SOFTWARE, EXCLUDED SOFTWARE, USER MANUAL, SOFTWARE MAINTENANCE AND OTHER SERVICES RELATING TO ANY OF THE FOREGOING ARE PROVIDED "AS IS"; AND PITNEY BOWES DOES NOT MAKE, AND LICENSEE SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PITNEY BOWES SOFTWARE, EXCLUDED SOFTWARE, USER MANUAL, SOFTWARE MAINTENANCE, OTHER SERVICES RELATED TO ANY OF THE FOREGOING OR ANY INFORMATION GENERATED BY LICENSEE'S USE OF THE PITNEY BOWES SOFTWARE, EXCLUDED SOFTWARE OR USER MANUAL. THE EXPRESS WARRANTIES GIVEN IN THIS AGREEMENT ARE GIVEN IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF OR RELATING TO RESULTS, ACCURACY, PERFORMANCE, RESOURCE UTILIZATION OR INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, PITNEY BOWES DOES NOT REPRESENT OR WARRANT THAT THE PITNEY BOWES SOFTWARE OR EXCLUDED SOFTWARE WILL MEET LICENSEE'S OR ANY THIRD-PARTY'S REQUIREMENTS, WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR FREE FROM OTHER DEFECT OR FAILURE, OR WILL BE COMPATIBLE WITH OR OPERATE IN COMBINATION WITH ANY OTHER SOFTWARE OR HARDWARE SELECTED OR USED BY LICENSEE OR ANY THIRD-PARTY, OR THAT ANY DEFECT THEREIN OR IN THE SOFTWARE MAINTENANCE IS CORRECTABLE. Some states

do not allow the disclaimer of implied warranties. Therefore, the above disclaimer may not apply to Licensee.

3 PROPRIETARY RIGHTS

3.1 Ownership of Pitney Bowes Software. The Pitney Bowes Software, and all materials relating thereto, including, but not limited to, the User Manual, computer software (in object and/or source code form), script, programming code, data, information or HTML script, modifications, enhancements, adaptations or customizing thereof, and derivative works, and all trade secrets, know-how, methodologies and processes related to any of the foregoing and all copyrights, trademarks, patents, trade secrets and other proprietary rights inherent in or appurtenant to any of the foregoing (collectively, the "Pitney Bowes Materials") are proprietary to Pitney Bowes and/or its licensors and suppliers and shall remain the sole and exclusive property of Pitney Bowes and/or its licensors and suppliers. The Pitney Bowes Materials are protected by United States copyright and international treaty provisions. Licensee shall not sell, transfer, publish, disclose, distribute, display, copy, use or otherwise make available the Pitney Bowes Materials or copies thereof to others except as expressly permitted in this Agreement. Licensee shall not remove, disfigure or alter any of the proprietary notices or trademarks incorporated into the Pitney Bowes Materials. The Pitney Bowes Materials, and all copies thereof, including translations, compilations, partial copies, modifications and updated works, are the property of Pitney Bowes and/or its licensors and suppliers.

3.2 Security. Licensee agrees to: (a) secure and protect the Pitney Bowes Materials and copies thereof in a manner consistent with the maintenance of Pitney Bowes's rights therein; and (b) take appropriate action by instruction or agreement with its employees and consultants who are permitted access to the Pitney Bowes Materials to: (i) prevent the Pitney Bowes Materials or copies thereof from being acquired by unauthorized persons or put to unauthorized use, (ii) prevent unauthorized copies of the Pitney Bowes Materials, and (iii) otherwise satisfy its obligations hereunder. Licensee shall be responsible for any such unauthorized acquisition, use or copying or other breach of its obligations under this Agreement.

3.3 No Decompiling. Licensee agrees not to: (a) disassemble, decompile or otherwise reverse engineer the Pitney Bowes Software or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Pitney Bowes Software; (b) alter or modify the Pitney Bowes Software create derivative works therefrom; (c) circumvent, obfuscate or remove any functions in the Pitney Bowes Software; (d) alter or remove any copyright and/or patent notices in the Pitney Bowes Software; (e) reuse any license key issued by Pitney Bowes or its licensors, or defeat or subvert, or attempt to defeat or subvert, the mechanisms of the Pitney Bowes Software designed to manage authorization, verification or tracking; or (f) allow or assist others (including, but not limited to, Licensee's employees and consultants who are permitted access to the Pitney Bowes Materials) to do any of the foregoing. All rights in derivative works created by Licensee will be deemed to be the property of and owned by Pitney Bowes.

3.4 Permitted Pitney Bowes Actions. During the term of the License, if Licensee is enjoined from (or Pitney Bowes believes Licensee may be enjoined from) using the Pitney Bowes Software as a result of any action or proceeding based upon any Claim (as defined in Section 6.3), or if Pitney Bowes believes that a Claim may arise, or a Claim has been asserted, Pitney Bowes may, at its own expense and without diminishing its indemnification obligations under this Agreement: (a) procure for Licensee the right to use the Pitney Bowes Software; (b) provide Licensee with substitute software with the substantial operational functions of the original Pitney Bowes Software; (c) modify the Pitney Bowes Software, provided that it has the substantial operational functions of the original Pitney Bowes Software; or (d) terminate this Agreement as it applies to the relevant Pitney Bowes Software. If this Agreement is terminated pursuant to this Section, Pitney Bowes shall:

- (1) if Licensee is a party to a Sales Agreement with respect to the Pitney Bowes Software, refund to Licensee an amount equal to: (A) the license fee paid for the Pitney Bowes Software, multiplied by a fraction of which: (i) the numerator is thirty-six (36) minus the number of months between the commencement of the Warranty Period and the effective date of termination; and (ii) the denominator is thirty-six (36); plus (B) any prepaid fees for Software Maintenance for the period after the effective date of termination; or
- (2) if Licensee is a party to a Lease Agreement with respect to the Pitney Bowes Software, secure for Licensee a release from its payment obligations with respect to the License fee for the Pitney Bowes Software and its other payment obligations with respect to any such Software Maintenance fees included in its payments under the Lease due after the effective date of termination of this Agreement.

4 SOFTWARE MAINTENANCE; TRAINING

4.1 Software Maintenance. Software Maintenance for the Pitney Bowes Software shall be provided during the Warranty Period at no additional cost to Licensee as an ancillary feature of the License in accordance with the terms set forth at <http://www.pitneybowes.com/us/license-terms-of-use/shipping-and-mailing-maintenance-services-terms.html>. Software Maintenance may be available after the Warranty Period at an additional charge for as long as Pitney Bowes makes such Software Maintenance generally available to its licensees of the Pitney Bowes Software.

4.2 Training. Pitney Bowes will provide product training and other services as specified in the Sales/Lease Agreement and/or applicable SOW.

5 LIABILITY

5.1 Limitation of Liability. PITNEY BOWES'S AND ITS AFFILIATES' TOTAL LIABILITY UNDER OR RELATING TO THIS AGREEMENT AND THE PITNEY BOWES SOFTWARE (WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT OR OTHERWISE) SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO PITNEY BOWES AND ITS AFFILIATES BY LICENSEE UNDER OR RELATING TO THIS AGREEMENT AND THE RELEVANT PITNEY BOWES SOFTWARE DURING THE SIX-MONTH PERIOD PRECEDING THE DATE THE APPLICABLE CLAIM(S) AROSE, REGARDLESS OF WHEN NOTICE OF SUCH CLAIM(S) WAS GIVEN. NOTWITHSTANDING THE FOREGOING, PITNEY BOWES'S AND ITS AFFILIATES' ENTIRE LIABILITY AND LICENSEE'S SOLE REMEDY WITH RESPECT TO THE PROVISION OF MAINTENANCE SUPPORT IS, AT PITNEY BOWES'S OPTION, REFUND OF AMOUNTS PAID FOR SOFTWARE MAINTENANCE FOR THE RELEVANT PITNEY BOWES SOFTWARE DURING SUCH SIX-MONTH PERIOD, REPLACEMENT OF ANY DEFECTIVE MEDIA, OR PROVISION AGAIN BY PITNEY BOWES OF SUCH SOFTWARE MAINTENANCE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR BODILY INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION OR TO AMOUNTS THAT MAY BE OWED TO THIRD PARTIES WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.1. WITHOUT LIMITING THE FOREGOING, PITNEY BOWES SHALL HAVE NO LIABILITY WITH RESPECT TO EXCLUDED SOFTWARE.

5.2 Excluded Damages. NEITHER PITNEY BOWES NOR LICENSEE NOR ANY OF THEIR RESPECTIVE AFFILIATES SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY UNDER OR RELATING TO THIS AGREEMENT OR THE PITNEY BOWES SOFTWARE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS, LOST BUSINESS, LOST GOODWILL, LOST OR DAMAGED DATA, WORK STOPPAGE OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHAT LEGAL OR EQUITABLE THEORY MAY BE ASSERTED. THE FOREGOING DOES NOT APPLY TO AMOUNTS THAT MAY BE OWED TO THIRD PARTIES WITH RESPECT TO INDEMNIFICATION OBLIGATIONS UNDER SECTION 6 OR TO OBLIGATIONS UNDER SEPARATE CARRIER AGREEMENTS RELATED TO THE THIRD PARTY CONTENT AVAILABLE TO YOU AS CLICK THROUGH AGREEMENTS ("CARRIER AGREEMENTS").

6 INDEMNIFICATION

6.1 By Pitney Bowes. Pitney Bowes shall indemnify, defend and hold Licensee harmless from all claims and suits (including reasonable attorneys fees) against Licensee by a third party alleging infringement of a copyright, trademark, trade dress, trade secret or patent arising out of Licensee's authorized use of the Pitney Bowes Software during the term of the License. Pitney Bowes shall have no obligation to indemnify, defend and hold Licensee harmless with respect to any claim or suit that is: (a) based on any Third-Party Content (as defined in Section 9.8) except to the extent that Pitney Bowes's licensors or suppliers of such Third-Party Content have indemnified, defended and held Pitney Bowes harmless; (b) based on an event that would cause the warranty in this Agreement to be inapplicable under Section 2.1(c)(i), (ii) or (iii) (whether during or after the Warranty Period); or (c) not based on the most current release of the Pitney Bowes Software made available to Licensee to the extent that such claim or

suit could have been avoided or mitigated by Licensee's use of such most current release. The provisions of this Section shall constitute the entire liability of Pitney Bowes with respect to a copyright, trademark, trade dress, trade secret or patent infringement claim or suit.

6.2 By Licensee. Licensee shall indemnify, defend and hold Pitney Bowes harmless from all claims and suits (including reasonable attorneys fees) against Pitney Bowes by a third party based on: (a) any event that would cause the warranty in this Agreement to be inapplicable under Section 2.1(c)(i), (ii) or (iii) (whether during or after the Warranty Period); (b) use of a release of the Pitney Bowes Software that is not the most current release made available to Licensee to the extent that such claim or suit could have been avoided or mitigated by Licensee's use of such most current release; or (c) the breach by Licensee of any of its representations or warranties set forth in Section 1.8 of this Agreement.

6.3 Procedures. Licensee or Pitney Bowes (the "**Indemnified Party**") shall give the other (the "**Indemnifying Party**") prompt written notice of any matter with respect to which the Indemnified Party intends to seek indemnification under this Agreement (a "**Claim**"), provided, that the failure or delay in providing such notice shall not relieve the Indemnifying Party from any obligation to indemnify the Indemnified Party except to the extent that such failure or delay prejudices the defense of any such Claim. The Indemnifying Party may, at its election, conduct and control the defense of the Claim with counsel selected by it, subject to the Indemnified Party's consent, not to be unreasonably withheld or delayed. The Indemnified Party agrees to cooperate with the Indemnifying Party and its counsel in investigating and/or contesting any Claim. No compromise or settlement of the Claim may be effected by the Indemnifying Party without the Indemnified Party's prior written consent (which will not be unreasonably withheld or delayed), unless (a) there is no finding or admission of any violation of law by the Indemnified Party, and (b) the sole relief provided is monetary damages that are paid in full by the Indemnifying Party.

7 TERMINATION

7.1 Termination. (a) This Agreement may be terminated: (i) by Pitney Bowes or Licensee, immediately upon written notice to the other party if the other party becomes insolvent, seeks protection under any bankruptcy, receivership, trust, deed, creditors arrangement, composition or comparable proceeding, proceedings in bankruptcy or insolvency are instituted against the other party, or a receiver is appointed with respect to the other party, or if any substantial part of the other party's assets is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution; or (ii) by Pitney Bowes, upon written notice to Licensee, as provided in Section 3.4; or (iii) by Pitney Bowes or Licensee, upon written notice to the other, in the event of a material breach of this Agreement or the Sales/Lease Agreement by such other party that is not cured within thirty (30) days after receipt by such other party of written notice thereof.

(b) The License shall immediately terminate upon: (i) Licensee's unauthorized use, transfer or copying of the Pitney Bowes Materials, or any portion thereof; or (ii) Licensee's breach of Sections 3.1-3.3 or 9.14 or the Carrier Agreements.

7.2 Injunctive Relief. Licensee acknowledges that any breach of its obligations under this Agreement with respect to Pitney Bowes's or a third party's proprietary rights or confidential information will cause Pitney Bowes and/or such third party irreparable injury for which there exists no adequate remedies at law, and therefore Pitney Bowes shall be entitled to injunctive relief, without the posting of any bond, in addition to all other remedies provided by this Agreement or available at law.

7.3 Remedies. Except as otherwise expressly provided in this Agreement, the obligations of Pitney Bowes to Licensee in respect of any breach of any term, condition or warranty (whether implied, by statute or otherwise) shall be limited, at Pitney Bowes's option, to: (a) using commercially reasonable efforts to correct or replace the defective feature of the Pitney Bowes Software in breach of such term, condition or warranty; or (b) the resupply or cost of resupply of any services. Such obligations shall only apply if Pitney Bowes is given written notice of such breach within thirty (30) days after the occurrence of such breach.

7.4 Effect of Termination. Upon termination of the License or this Agreement, Licensee shall cease use of the Pitney Bowes Materials and shall irretrievably delete and/or remove such items from its servers, terminal and other computer

systems and, to the extent not so deleted and/or removed, return such items, together with all copies thereof, to Pitney Bowes; and Licensee shall certify compliance with the foregoing in writing.

7.5 Survival. The following shall survive termination of this Agreement: Sections 2.2, 3.1-3.3, 5, 6, 7.2, 7.4, 7.5 and 9 and the portions of the Carrier Agreements indicated therein as surviving.

8 FORCE MAJEURE

A party hereto shall be excused from any obligation under this Agreement (other than payment and confidentiality obligations) to the extent and for so long as non-fulfillment of such obligation is due to fire, flood, storm, earthquake, epidemic, strike, civil war, riot, terrorism, explosion, compliance with any law, order or decree of any court or government agency or other cause beyond such party's reasonable control; provided, however, that such party's non-fulfillment of its obligation does not exceed ninety (90) days in duration.

9 MISCELLANEOUS

9.1 Governing Law. If Licensee is a resident of the United States, this Agreement and the rights and duties set forth herein, shall be governed by and construed in accordance with the laws of the State of Connecticut, but without recourse to that state's conflict of laws provisions. In the event of any dispute arising out of or relating to this Agreement, a suit shall be brought only in a federal or state court of competent jurisdiction located in Fairfield County in the State of Connecticut. If Licensee is a resident of Canada, this Agreement and the rights and duties set forth herein, shall be governed by and construed in accordance with the laws of the Province of Ontario, but without recourse to that province's conflict of laws provisions. In the event of any dispute arising out of or relating to this Agreement, a suit shall be brought only in a federal or provincial court of competent jurisdiction located in the Province of Ontario, Canada. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

9.2 Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

9.3 Modifications. This Agreement may not be modified or amended in any way except in writing signed by duly authorized representatives of Pitney Bowes and Licensee or as otherwise expressly provided herein. In no event shall terms contained in any Licensee purchase order be made a part of or supersede this Agreement.

9.4 Notices. Any notice under this Agreement may be given by delivery: in the case of notices to Licensee, to Licensee at its address in the Sales/Lease Agreement or the address to which Pitney Bowes or any of its affiliates sends invoices to Licensee; and in the case of notices to Pitney Bowes, to Pitney Bowes Inc., 1 Elmcroft Rd, Stamford, CT 06926-0700, Attn: President, Mailstream, The Americas, with a copy at such address to: Attn: Deputy General Counsel (MSC 64-03).

9.5 Non-waiver. A waiver of any breach or default under this Agreement shall not constitute a waiver of any other or subsequent breach or default. Failure or delay by either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

9.6 Binding Effect; Assignment. This Agreement shall be binding on and inure to the benefit of parties hereto and their respective successors and permitted assigns. Licensee may not assign this Agreement or assign, sublicense or transfer any of its rights hereunder without the prior written consent of Pitney Bowes; provided, however, that Licensee may assign this Agreement to an affiliate of Pitney Bowes for the purpose of such entity providing Licensee financing with respect to the Pitney Bowes Software.

9.7 Confidentiality. Licensee acknowledges that the Pitney Bowes Materials contain proprietary and confidential information. Licensee will not disclose or show the Pitney Bowes Materials, or any part thereof, to anyone for any purpose other than in order to enable Licensee to use the Pitney Bowes Materials in accordance with the terms of this Agreement. Upon termination of this Agreement, except as otherwise provided in Section 7.4, Licensee shall return all copies of the Pitney Bowes Materials. This Agreement (including any amendments), including the terms

hereof, is confidential information of Pitney Bowes and shall not be disclosed by Licensee.

9.8 Third Party Content; Regulated Functionality. Various third party software and other documentation ("Third Party Content") may have been incorporated into the Pitney Bowes Materials by Pitney Bowes under permission from Pitney Bowes's licensors and suppliers. The United States Postal Service ("USPS") or other governmental bodies may regulate certain functionality of the Pitney Bowes Software. Special terms and conditions applicable to the Third Party Content or such functionality are included in the Carrier Agreements; and Licensee agrees to be bound by and to comply with such terms and conditions. Any terms and conditions in such Carrier Agreements that are inconsistent with, or in addition to, the terms and conditions of the rest of this Agreement shall control with respect to the Third Party Content or such functionality. Pitney Bowes may amend such Carrier Agreements from time to time, by providing the revised portions of such Agreements to Licensee, to reflect (a) changes in Pitney Bowes's arrangements with its licensors or suppliers for Third-Party Content, or (b) regulatory requirements. Notwithstanding the foregoing, any separate software license agreement provided with any Excluded Software shall apply to such Excluded Software.

9.9 Termination of Third Party Content. If Pitney Bowes's license to any Third Party Content terminates, Licensee agrees: (a) that the Sales/Lease Agreement and all other agreements between Pitney Bowes or any of its affiliates and Licensee related thereto (e.g., equipment or software maintenance agreements) shall remain in full force and effect in accordance with their terms; (b) upon Pitney Bowes' written request, to discontinue use of, and/or return the terminated Third Party Content; and that in the event of such request for discontinuance, Pitney Bowes shall have no further obligation with respect to such Third Party Content.

9.10 Other Functionality. Licensee shall be solely responsible for: (a) entering into its own arrangements with third parties, including carriers, for software functionality not provided by Pitney Bowes as part of the Pitney Bowes Software; and (b) payment of all fees for third-party software not expressly included in the License fee paid under the Sales/Lease Agreement, including, without limitation, fees associated with Licensee's operating environment.

9.11 Licensee Cooperation. For increased visibility of both Pitney Bowes and Licensee, Licensee agrees that: (a) Pitney Bowes may refer to Licensee as a Pitney Bowes customer and to Licensee's use of the Pitney Bowes Software in a press release, public statement or sales and marketing material; (b) at Pitney Bowes's request, Licensee will speak at one (1) industry seminar or trade show per year, subject to Licensee's reasonable availability therefor and with Licensee's reasonable out-of-pocket travel expenses paid for by Pitney Bowes; (c) Pitney Bowes may publish a case study(s) about Licensee's use of the Pitney Bowes Software, and use all or portions of such study(s) for marketing, promotional and other reasonable purposes. Licensee shall have the opportunity to review and comment on such study(s) prior to initial use by Pitney Bowes and agrees to provide any comments it may have reasonably promptly after receipt of a draft study (and in any event within thirty (30) days after such receipt); and (d) Licensee will serve as a reference for other potential or actual Pitney Bowes customers, host up to four (4) visits a year by such customers and participate in a reasonable number of telephone calls with such customers, subject to any reasonable objection Licensee may have to a visit by, or telephone call with, any particular customer.

For the foregoing purposes, Licensee hereby grants Pitney Bowes a limited, non-exclusive, nontransferable, worldwide, irrevocable royalty-free license for the term of the Sales/Lease Agreement or any other agreement between Pitney Bowes and Licensee to use the trade names and associated logos of Licensee or any of its affiliates ("Licensee Marks"). Pitney Bowes acknowledges that use of any Licensee Mark will not create in Pitney Bowes any right, title or interest in or to such Licensee Marks other than the license expressly granted herein. Licensee will reasonably cooperate with Pitney Bowes's marketing personnel regarding the above activities.

9.12 Audit. Pitney Bowes may conduct, or have conducted, during normal business hours and upon prior notice, audits of Licensee's use of the Pitney Bowes Software to verify Licensee's compliance with this Agreement. Licensee shall cooperate with such audits; and, if requested, shall provide Pitney Bowes with copies of audited materials. Such audits shall be conducted not more than once per calendar year, unless the prior audit reveals a material breach of this Agreement with respect to such use. Pitney Bowes's cost of any audit requested by it shall be borne by Pitney Bowes unless such audit discloses an underpayment based on usage or otherwise due to Pitney Bowes in excess of five percent (5%) of the amount actually due or use of the Pitney Bowes Software or Materials that constitutes a material breach of this Agreement, in which case the cost of such audit shall be borne by Licensee.

9.13 U.S. Government Restricted Rights. The Pitney Bowes Software and Materials are provided with "RESTRICTED RIGHTS". Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in FAR52.227-14 and DFAR252.227-7013 *et seq.* or their successors. The use of the Pitney Bowes Software by the United States Government constitutes acknowledgment of Pitney Bowes's proprietary rights in the Pitney Bowes Software. Further, the Pitney Bowes Software and Materials are deemed to be "commercial computer software" and "commercial computer software documentation" as defined in DFARS Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Pitney Bowes Software and Materials by the United States Government shall be solely in accordance with the terms of this Agreement.

9.14 Export and Other Laws. Licensee agrees that, unless it has obtained prior written authorization from the United States Department of Commerce or is otherwise permitted by the United States Department of Commerce Export Administration Regulations and, in either case, has the prior written consent of Pitney Bowes, it will not export or otherwise disclose, directly or indirectly, any technology or software received from Pitney Bowes nor allow the direct product thereof to be shipped or to be disclosed, either directly or indirectly, to any destination that is prohibited by the United States Government or to a foreign national that is prohibited by the United States Government. Without limiting the foregoing, Licensee and Pitney Bowes shall comply with all applicable laws and regulations relating to the Pitney Bowes Software and its use.

9.15 Use of Information. Pitney Bowes and its affiliates may collect and use information Licensee provides or Pitney Bowes obtains or which is derived from Licensee's use of the Pitney Bowes Software (including, without limitation, shipping information) or Software Maintenance and other services for the Pitney Bowes Software; provided that such information shall be used for Pitney Bowes's internal purposes related to macro-level systems analysis and research, customer segmentation and/or the manner or method in which Pitney Bowes conducts business with its customers.

9.16 Captions and Headings. All captions, headings and titles contained in this Agreement are for convenience and reference purposes only and shall not be deemed a part of this Agreement.

9.17 Relationship of the Parties. Nothing contained in this Agreement shall be construed to constitute either party as a partner, joint venturer, co-owner, employee or agent of the other party, and neither party shall hold itself out as such.

9.18 Taxes. Licensee shall pay, and indemnify Pitney Bowes for, all charges and taxes which are based on, measured by, imposed on, resultant from or levied upon this Agreement, the sale, purchase, personal property ownership, leasing, value, possession, or use of the Pitney Bowes Software, including, without limitation, sales, excise, use or property taxes, but excluding taxes on or measured by Pitney Bowes's net income. Such charges and taxes shall be collected from Licensee and remitted by Pitney Bowes to the appropriate tax authorities to the extent that Pitney Bowes is required by law to do so.

10 ENTIRE AGREEMENT

This Agreement, the Sales/Lease Agreement, any related SOW, and any other agreement between Pitney Bowes and Licensee expressly referred to herein contain the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior agreements, understandings, promises, representations or warranties made by one party to the other, whether oral or in writing, concerning the subject matter contained herein or the terms or conditions applicable hereto.

STATE & LOCAL FAIR MARKET VALUE LEASE AGREEMENT

FAIR MARKET VALUE LEASE TERMS AND CONDITIONS

L1. DEFINITIONS

Capitalized terms that are not defined in this document are defined in the Pitney Bowes Terms. PBI is the manufacturer of the equipment. PBGFS, a wholly-owned subsidiary of PBI, provides you with the leasing services.

L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order.
 L2.2 You may not cancel this Lease for any reason. All payment obligations are unconditional.
 L2.3 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS

L3.1 We will invoice you in arrears each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any statement of work attached to the Order. You will make each Quarterly Payment by the due date shown on our invoice.
 L3.2 Your Periodic Payment may include an origination fee, amounts carried over from a previous unexpired lease, software license and maintenance fees and other charges.
 L3.3 Any Meter rental fees and SLA fees (collectively "PBI Payments"), will be included with your Periodic Payment and begin with the start of the Lease Term (as defined below). After the Initial Term, your Periodic Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

We own the Equipment. PBI owns any Meter. Except as stated in Section L6, you will not have the right to become the owner of the Equipment at the end of this Agreement.

L5. LEASE TERM

The Lease term is the number of months stated on the Order ("Lease Term"). The Lease Term will commence on the date the Equipment is shipped, if we do not install the Equipment. If we install the Equipment, the Lease Term will commence on the installation date

L6. END OF LEASE OPTIONS

L6.1 During the 90 days before your Lease ends, you may, if not in default, select one of the following options:
 (a) enter into a new lease with us;
 (b) purchase the Equipment "as is, where is" for fair market value; or
 (c) return the Equipment and Meter in its original condition, reasonable wear and tear excepted and pay us our then applicable processing fee. If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to such service carrier as we specify to pick up and ship them to us.
 L6.2 If you do not select one of the options in Section L6.1, you will be deemed to have agreed to enter into successive 12-month annual extensions of the term of this Agreement. You may choose to cancel the automatic extensions by giving us written notice between 120 days and 30 days before the Lease expires (unless the law requires the period to be shorter). Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 PBI PROVIDES YOU WITH THE LIMITED WARRANTY IN THE PITNEY BOWES TERMS.
 L7.2 PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.
 L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and in good repair, condition, and working order.
 L8.2 Inspection. We may inspect the Equipment and related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

L9. RISK OF LOSS AND VALUEMAX® PROGRAM

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.
- (c) To protect the equipment from loss, you will either (i) keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance") or (ii) be enrolled in PBGFS' ValueMAX program described in Section 9.1(d).
- (d) YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE. If you do not provide evidence of insurance and have not previously enrolled in our equipment replacement program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.
- (e) We will provide written notice reminding you of your Insurance obligations described above in Section L9.1(c).
- (f) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.
- (g) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

L10. NON-APPROPRIATION

L10.1 You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

L11. EARLY TERMINATION

L11.1 You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supercede Section G4.1(b) of the Pitney Bowes Terms.

L12. MISCELLANEOUS

- L12.1 If more than one lessee is named in this Lease, liability is joint and several.
- L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD. ANY ASSIGNMENT WITHOUT OUR CONSENT IS VOID.
- L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.
- L12.4 We will provide you with a welcome letter by email.

GENERAL TERMS

Except as otherwise provided, these General Terms apply to any transaction you enter into with Pitney Bowes. Other provisions in the Pitney Bowes Terms may also apply, depending on your transaction. Please read these provisions carefully as they constitute part of your agreement with Pitney

G1. DEFINITIONS

The following terms mean:

"Agreement" - the Order and any terms referred to in or attached to the Order; provided, however that this Agreement shall in no event include any purchase order provided by You.

"Bank" - The Pitney Bowes Bank, Inc.

"Consumable Supplies" - ink, ink rollers, toner and drum cartridges, ribbons and similar items. Product-specific consumable supplies are identified in the operator guides.

"Covered Equipment" - the equipment leased, rented or sold to you from PBGFS or PBI that is covered by the SLA as stated on the Order, excluding any DI2000™, Usage-based Equipment, Meter, standalone software, and SendKit equipment.

"Equipment" - the equipment listed on the Order, excluding any Meter, standalone software, and SendKit equipment.

"Excluded Circumstances" - your negligence, an accident, usage which exceeds our recommendations, use of equipment in a manner not authorized by this Agreement or any operator guide, use of equipment in an environment with unsuitable humidity and/or line voltage, damage in transit, virus contamination or loss of data, loss or fluctuation of power, fire, flood or other natural causes, external forces beyond our control, sabotage or service by anyone other than us, failure to use applicable software updates, use of equipment with any system for which we have advised you we will no longer provide support or which we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.

"Initial Service Term" - twelve (12) months, or, if you have a Lease, the Lease Term.

"Initial Term" - the period listed on the Order.

"Lease" - the Order and the Lease terms and conditions attached to the Order.

"Lease Term" - as defined in the Lease.

"Lockbox Bank" - any bank through which you transfer funds to the USPS.

"Meter" - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+® or a SendPro™ P series mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.

"Normal Working Hours" - 8 a.m. - 5 p.m., Monday - Friday, excluding PBI-observed U.S. holidays, in the time zone where the Equipment or other items are located.

"Order" - the executed order between the applicable Pitney Bowes company and you for the equipment, services and any other products covered by the order.

"PBGFS" - Pitney Bowes Global Financial Services LLC or a wholly-owned subsidiary of Pitney Bowes Inc.

"PBI" - Pitney Bowes Inc.

"PBI Equipment" - PBI-branded equipment.

"Pitney Bowes" - PBI, PBGFS and their respective subsidiaries.

"Reserve Account" - the Postage By Phone® Reserve Account that you maintain at the Bank.

"Service" - the service option for the Covered Equipment selected by you on the Order.

"SLA" - the Service Level Agreement.

"Third Party Equipment" - equipment manufactured by a party other than us.

"Usage-based Equipment" - equipment for which charges are based on volume of use.

"USPS" - the United States Postal Service.

"We," "our," or "us" - the Pitney Bowes companies with whom you've entered into the Order.

"You," "your," or "Client" - the entity identified on the Order.

G2. WARRANTY

G2.1 (a) PBI warrants that the PBI Equipment will be free from defects in material and workmanship and will perform according to the operator guides for a period of ninety

(90) days from the date the Equipment or other item is installed at your location, in the case of PBI Equipment which requires installation by PBI, or delivered to your location, in the case of all other PBI Equipment; provided, however, that in the case of a DI2000™ inserting system, the warranty with respect to that item is as set forth in Section D4.1.

(b) PBI warrants that the Service will be performed in a professional and workmanlike manner.

(c) As your sole remedy in the event of a warranty claim, we will either repair or replace the Equipment or, in the case of defective Service, reperform the Service.

(d) A "defect" does not include the failure of rates within a rate update to conform to published rates.

(e) There is no warranty for Equipment requiring repair or replacement because of any Excluded Circumstance.

(f) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the PBI Equipment may be reclaimed, reconditioned or remanufactured. Any such item is warranted to perform according to the same standards as the equivalent new item.

(g) The warranty does not cover Consumable Supplies.

G2.2 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT OR SERVICES.

G2.3 PBI MAKES NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. PBI AGREES TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.

G3. LIMITATION OF LIABILITY

G3.1 PBI'S TOTAL LIABILITY (INCLUDING ANY LIABILITY OF ITS SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES.

G3.2 NEITHER PBI NOR ITS SUPPLIERS IS LIABLE FOR ANY DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT, OR YOUR NEGLIGENT ACTS OR OMISSIONS.

G3.3 NEITHER PBI (INCLUDING ITS SUPPLIERS) NOR YOU WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA, OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.

G4. DEFAULT AND REMEDIES

G4.1 **Default and Remedies.** In the event that you do not make any payment within three days after the due date, you breach any other obligation under this Agreement or under any other agreement with PBI or PBGFS and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you shall be in default and we may:

(a) cancel this Agreement and any other agreements PBGFS or PBI has with you;

(b) require immediate payment of all payments due under a Lease(s) or other agreements, whether accrued or due in the future;

(c) disable the Meter;

(d) require you to return the Equipment, Meter and software;

(e) if you do not return the Equipment, require you to make immediate payment of an amount equal to the value of the Equipment at such time, as determined by us;

(f) charge you a late charge for each month that your payment is late;

(g) charge you interest on any late payment from its due date until paid in full at the lesser of 18% per year or the maximum rate allowed by law;

- (h) charge you a check return fee for payments made by you with insufficient funds; and
- (i) pursue any other remedy, including repossessing the Equipment and Meter without notice to you. To the extent permitted by law, you waive any notice of our repossession or disposition of the Equipment or Meter. By repossessing the Equipment or Meter, we are not waiving our right to collect the balance due.

G4.2 **Enforcing Our Rights.** You agree to pay all our costs, including attorneys' fees, in enforcing our rights under this Agreement.

G4.3 **Suspension of Services.** PBI may suspend any services during any period in which your account is more than thirty (30) days past due.

G5. TAXES

You agree to pay Pitney Bowes for all sales, use, property or other taxes (excluding taxes on or measured by net income) related to the Lease and/or rental agreement and related payments or services, the Equipment, Equipment location, Meter and Meter location. With respect to property and similar taxes, Pitney Bowes will determine the amount of such taxes to be charged to you based on its reasonable valuation of the Equipment or of the Meter, taking into consideration applicable tax rates and depreciation. You agree to pay a tax administrative charge to be determined by Pitney Bowes without reference to the tax charged or services performed; such fee and charge not to exceed in the aggregate \$35 for each year for each Lease schedule or rental agreement.

G6. EMBEDDED SOFTWARE AND SUBSCRIPTION SERVICES

G6.1 **Embedded Software.** Our Equipment may contain embedded software. You agree that: (i) PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) you are licensed only to use the embedded software with our Equipment in which the embedded software resides; (iii) you will not copy, modify, decompile, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; (iv) you will not distribute or otherwise disclose the embedded software (or any portion thereof) to any other person; and (v) you may not export the embedded software in contravention of applicable export control laws. The embedded software may contain third party software, which, notwithstanding the above, is subject to any terms that accompany such third party software. Technical support for any embedded software will be furnished in accordance with the SLA covering the Equipment in which such software is embedded.

G6.2 **Subscription Services.** We may offer certain on-demand services to you on a subscription basis as indicated in the applicable Order. Upon payment of any applicable subscription fees, we grant you a non-exclusive, non-transferable license to access and use the subscription services for the term set forth in the Order for your internal business purposes only. You may not provide access to the subscription services to any third party, or use the subscription services on behalf of any third party absent our written consent. You will comply with all applicable laws, rules and regulations governing your use of the subscription services, including any data protection or privacy laws. You will not use the services to send or store infringing, obscene, threatening or unlawful material or disrupt the use by others of the subscription services, network service or network equipment, and you will not reverse engineer, decompile or disassemble the subscription services. If the subscription services you purchased come with their own terms of use, your use of those subscription services will be governed by those terms. Maintenance and technical support for any on-demand services will be provided in accordance with a separate agreement covering the same.

G7. INTERNET ACCESS POINT

The internet connectivity for the Equipment or Meter may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.

G8. SECURITY INTEREST

You grant us a purchase money security interest in the Equipment and in any and all replacements and substitutions, as well as in any proceeds from the sale of the Equipment, for the purpose of securing payment of

any balance due. We have the right to recover the Equipment if you have not paid for it. We may file a copy of this Agreement as a financing statement with the appropriate State authorities.

G9. EXPORT LAWS

You agree: (i) to comply with all applicable U.S. export control laws and regulations; (ii) not to export, re-export, or transfer any products and technologies received in an Order to any destination or to any person if this would be prohibited by any U.S. law or regulation or by any U.S. Government entity or agency; and (iii) to immediately notify us in writing if you or one of your affiliates is or becomes listed in any Denied Parties List or if your export privileges or the export privileges of any of your affiliates are denied, suspended or revoked by any U.S. Government entity or agency.

G10. ANALOG CONNECTIVITY

IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU SHOULD BE AWARE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIER PROVIDES ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER PROVIDES ANALOG CONNECTION CAPABILITY, WE WILL NOT BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER FOR THIS CAPABILITY AND YOU WILL BE REQUIRED TO UTILIZE A DIGITAL CONNECTION

G11. MISCELLANEOUS

G11.1 **Use of Equipment.** You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.

G11.2 **Force Majeure.** We are not responsible for any delay or failure to perform resulting from causes beyond our control.

G11.3 **Assignment.** You may not assign this Agreement without our prior written consent, which shall not be unreasonably withheld. Any assignment without our consent is void.

G11.4 **No Right to Setoff.** Payments are not subject to setoff or reduction.

G11.5 **Legal Action.** ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF THIS AGREEMENT.

G11.6 **Merger, Amendment, Severability.** This Agreement incorporates all of the terms agreed by both parties and can only be changed by written agreement. You may use a purchase order to offer to obtain Equipment or services but none of its provisions will modify or supersede these provisions unless we expressly agree in writing. If one or more provisions of this Agreement are deemed to be invalid or unenforceable, the remaining provisions will not be affected.

G11.7 **Survival.** Our respective rights and obligations under Section G3 (Limitation of Liability), G4 (Default and Remedies) and G5 (Taxes) survive termination of this Agreement.

G11.8 **Reference.** You agree that we can use your name in a client list and identify you as a client when communicating with prospective clients, in each case along with our product or service that you using. You agree that we can use your name and logo in marketing content, including in an advertising campaign, with your prior consent.

G11.9 **Electronic Delivery; Contact.** Pitney Bowes may deliver any notice and other communication to you under this Agreement by email via the email address that is then on file for you. You consent to the delivery of any such notice and other communication via email. We may call you at any number you give to us.

G11.10 **Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles.

SERVICE LEVEL AGREEMENT

The following provisions describe SLA options that PBI offers on Covered Equipment. The option you select will be listed on the Order. If you are acquiring software which is not embedded in Equipment, a separate Software License and Maintenance Agreement will cover software maintenance and will be (i) provided at the time of installation, (ii) attached to the Order or (iii) incorporated into the Order by reference. A separate maintenance agreement will cover maintenance on Usage-based Equipment and will be attached to the Order if you are acquiring Usage-based Equipment.

S1. SERVICE LEVEL OPTIONS

The following describes the maintenance provided by PBI for the Covered Equipment.

S1.1 Standard SLA

- (a) **General.** Under this option, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (as defined in Section S3.2) (the "Service Term"). You are also entitled to two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service.
- (b) **Replacement Service.**
- If PBI determines that replacement is necessary, PBI will, at no additional cost, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment.
 - Unless PBI instructs you otherwise, within five (5) days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI.
 - You are responsible for Covered Equipment until PBI receives it.
- (c) **Repair Service.**
- If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service.
 - Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies.
 - PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available.
 - If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You will not incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent.
- (d) **Additional Covered Items.** PBI will provide printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance.

S1.2 Performance SLA

- (a) **General.** Under this option, PBI will provide the following support to all clients who are eligible to receive Performance SLA in accordance with PBI's policies and who have elected this option:
- All coverage provided under Standard SLA.
 - Quarterly performance reports made available on MyAccount at www.pb.com.
 - One two hour application consultation for your mailing and shipping needs.
 - Admission for one person to a PBI mail management seminar.
- (b) **Response Time Commitment.**
- If PBI determines that on-site service is necessary, PBI will use commercially reasonable efforts to have a service technician on-site (during Normal Working Hours only) within 4 hours or 8 hours, as specified on the Order, after PBI has determined that it cannot resolve the issue remotely (the "Response Time Commitment").
 - The Response Time Commitment relates solely to the arrival of a technician at your location; it is not a

guaranteed resolution of the problem within the Response Time Commitment period, nor does it guarantee that all parts necessary to make a repair will be on-site within this time frame.

- The Response Time Commitment does not apply to Service designated as service by replacement, relocation services, software maintenance, preventative maintenance, operator training, or other services not essential to repair the Covered Equipment.
 - If the Covered Equipment is moved from its original location, PBI may, at its option, remove the Response Time Commitment. If this happens, you will receive Standard SLA and we will adjust the SLA charges payable by you appropriately.
- (c) **Liquidated Damages for Failure to Meet Response Time Commitment.**
- PBI agrees that if it does not meet the Response Time Commitment, PBI will provide you with a credit equal to the difference between the cost of Standard SLA and Performance SLA for three (3) months.
 - You must use a credit request form to request a credit. You may obtain a credit form from your service technician or by calling the Customer Care Center. The credits are limited to credits for four (4) failures to meet the Response Time Commitment in any twelve (12) month period during the Service Term. **These remedies are your sole remedy for PBI's failure to meet the Response Time Commitment.**

S2. SLA FEES

- S2.1 You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s).
- S2.2 We may, after the Initial Service Term, increase SLA fees which will be reflected on your invoice.
- S2.3 If the service technician provides service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI's current hourly rates and for any required parts.

S3. SERVICE TERM

- S3.1 **Term.** PBI will provide you with Service for the Initial Service Term and any Renewal Service Terms.
- S3.2 **RENEWAL SERVICE TERM(S).** SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE (1) YEAR TERMS (EACH, A "RENEWAL SERVICE TERM"), UNLESS:
- YOU TERMINATE SERVICE UNDER SECTION S3.3; OR
 - THE LEASE EXPIRES OR IS TERMINATED (IN WHICH CASE, THE SERVICE TERM WILL TERMINATE ON THE SAME DAY AS THE LEASE); OR
 - THE RENEWAL IS PROHIBITED BY APPLICABLE LAW.
- S3.3 **Ending Your Service.**
- If you do not wish to renew Service, you must deliver a written notice (the "Termination Notice") at least sixty (60) days prior to the renewal of the term to us at 2225 America Drive, Neenah, WI 54956. Your Termination Notice must include your customer account number or CAN and lease number (if applicable).
 - PBI reserves the right not to renew your SLA for any reason.
- S3.4 **Service Changes.**
- PBI may modify its Service by giving written notice to you (a "Service Change Notice"), which will state whether the change is material.
 - After receiving a Service Change Notice, if the change is material, you may terminate Service as described in Section S3.3 above.

S4. EQUIPMENT COVERAGE

You cannot elect to have Service apply to some but not all of the items of Equipment.

S5. ADDITIONAL SERVICE TERMS

These terms apply to all Service options:

- (a) Limitations. Service does not include services and repairs that are made necessary due to any Excluded Circumstance.
- (b) Additional Exclusions. Service excludes the supply of postal and carrier rate changes and Consumable Supplies.
- (c) Replacement Equipment.
 - (i) If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for

maintenance coverage on the new Equipment at PBI's then current annual rates.

- (ii) If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for any qualifying attachment or unit and adjust your rate accordingly.
- (iii) If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within thirty (30) days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI's current rates.
- (d) Rental Equipment. With respect to Equipment which is rented, the Standard SLA will apply at no additional charge.

EQUIPMENT AND POSTAGE METER RENTAL TERMS AND CONDITIONS

The following provisions apply whenever you rent a Meter or Equipment from Pitney Bowes.

R1. EQUIPMENT/METER RENTAL

R1.1 Fees.

- (a) If you are not leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment and Meter rental ("rental") fees listed on the Order.
- (b) After the Initial Term, we may increase the rental fees upon 30 days' prior written notice.
- (c) When you receive notice of an increase, you may terminate your rental only as of the date the increase becomes effective.

R1.2 Postage.

- (a) You may transfer funds to the Bank for deposit into your Reserve Account or you may transfer funds to the USPS through a Lockbox Bank. See the "USPS Acknowledgment of Deposit" below for more information.
- (b) Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice.
- (c) If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power®), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your rental fees.

R1.3 Meter Repair or Replacement.

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter.

R1.4 Terms of Use; Federal Regulations.

- (a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations.
- (b) You agree to use only attachments or printing devices authorized by us.
- (c) You must receive our written consent before moving the Equipment or Meter to a different location.
- (d) Federal regulations require that we own the Meter.
- (e) Tampering with or misusing the Meter is a violation of federal law.
- (f) Activities of the USPS including the payment of refunds for postage by the USPS to clients will be made in accordance with the current Domestic Mail Manual.
- (g) If the Meter is used in any unlawful scheme, or is not used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter rental may be revoked. You acknowledge that any use of this Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal

penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes.

- (h) You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft.
- (i) You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

R1.5 Rate Updates and Soft-Guard® Program.

- (a) Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program.
- (b) Under the Soft-Guard program, we will provide up to 6 rate updates during each 12 month period following the date of installation of the Equipment.
- (c) We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change.
- (d) The Soft-Guard program does not cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation.
- (e) If you have received the maximum number of rate updates under the Soft-Guard program, you will be billed separately for any additional rate update we provide.
- (f) We will not be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

R1.6 Collection of Information.

- (a) You authorize us to access and download information from your Meter. We may disclose this information to the USPS or other authorized governmental entity.
- (b) We will not share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order.
- (c) We may elect to share aggregate data about our clients' postage usage with third parties.

R1.7 Meter Care and Risk of Loss.

- (a) You agree to take proper care of the Meter(s) as stated in this Agreement and any user documentation.
- (b) You assume all risk of loss or damage to the Meter(s) while you have possession.

R2. VALUE BASED SERVICES

Value Based Services include services such as USPS® e-Return Receipt and USPS® Confirmation Services.

R2.1 Fees.

- (a) Any fees charged by the USPS for any Value Based Service you purchase are payable by you in the same way that you pay for postage.
- (b) The USPS is solely responsible for its services.
- (c) We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system.

UNITED STATES POSTAL SERVICE ACKNOWLEDGMENT OF DEPOSIT

UI.1 In connection with your use of a Postage Evidencing System as defined in the Code of Federal Regulations ("CFR"), you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage, both PC Postage and meters (a "Deposit"), or you may transfer funds to the Bank for deposit into your Reserve Account.

UI.2 To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.

UI.3 Any deposit made by you in your Reserve Account is subject to the Postage By Phone® Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.

UI.4 Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.

UI.5 The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in

R2.2 Ending the Value Based Services. We have the right to terminate the Value Based Services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty (30) days after you have been notified in writing.

accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.

UI.6 The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.

UI.7 PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.

UI.8 You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.

UI.9 Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

PURCHASE POWER® TERMS AND CONDITIONS

The following provisions apply to the Purchase Power Program (the "Program"). Additionally, you will receive from us a set of more specific provisions within thirty (30) days of the date of this Agreement.

P1.1 General. (a) In order to participate in the Program, you must provide the information described in Section P1.8. (b) The Purchase Power credit line is a product of the Bank and is not available to individuals for personal, family, or household purposes.

P1.2 Account Charges. (a) Your Purchase Power account (the "Account") will be charged for the amount of postage, products, and services requested and the related fees, if applicable. (b) Unless prohibited by law, you agree to pay the fees and charges of which the Bank has given you notice, including those relating to: (i) transaction fees, if applicable; (ii) if transaction fees are inapplicable, overage fees; (iii) your failure to pay in a timely manner; (iv) your exceeding your credit line; and (v) fees attributable to the return of any checks.

P1.3 Billing, Payments, and Collection. (a) You will receive a billing statement for each billing cycle in which you have activity on the Account. The Bank may deliver any statement electronically to the email address that is then on file for you. (b) Payments are due by the due date shown on your billing statement. (c) You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance.

P1.4 Deferred Payment Terms. (a) By using the Program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. (b) (i) The Annual Percentage Rate applicable to the Account will be: the greater of (a) 22% and (b) the sum of the highest "Prime Rate" published in the "Money Rates" section of *The Wall Street Journal* on the last business day of the month and the margin set forth below (the sum of the margin and the Prime Rate is herein called the "Floating Rate"). (ii) The Annual Percentage Rate will be adjusted on a monthly basis based on any

fluctuation in the Floating Rate, if applicable. (iii) Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. (iv) The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of March 31, 2013, the daily periodic rate would be .049315% and the corresponding annual percentage rate would be 18.00%). (v) The Account balance that is subject to a finance charge each day will include (a) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (b) unpaid interest, fees, and other charges on the Account. (vi) The Bank will charge a minimum finance charge of \$1.00 in any billing cycle if the finance charge as calculated above is less than \$1.00. (vii) Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line. (viii) The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit limit.

P1.5 Account Cancellation and Suspension. (a) The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. (b) Cancellation or suspension will not affect your obligation to pay any amounts you owe.

P1.6 Amendments; Electronic Delivery; Termination. (a) The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you (including by electronic notice via the email address that is then on file for you). You are consenting to electronic delivery of any amendments to the Program terms. (b) Each time you use the Program, you are signifying your acceptance of the terms then in effect. (c) An amendment becomes effective on the date stated in the notice and will apply to any outstanding balance on the Account. (d) The Bank may terminate the Program at any time and will notify you in the event of any termination. (e) Any outstanding obligation will survive termination of the Program.

P1.7 Governing Law. The Program and any advances are governed by and construed in accordance with the laws of the State of Utah and applicable federal law.

P1.8 USA PATRIOT Act. (a) Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. (b) The Bank asks that you provide

identifying information, including your address and taxpayer identification number. (c) The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or other documents and information that will allow the Bank to identify him/her.

PBSMARTPOSTAGE™ TERMS AND CONDITIONS

If you have ordered pbSmartPostage™, your use of that product will be subject to the Terms of Use which are available at <http://www.pitneybowes.com/us/license-terms-of-use/smart-postage-terms-and-conditions.html> and which are incorporated by reference. Your use of pbSmartPostage is entirely governed by the pbSmartPostage Terms of Use and any other provisions of the Pitney Bowes Terms will not apply.

RELAY™ COMMUNICATIONS HUB TERMS AND CONDITIONS

If you have ordered services under the Relay™ Communications Hub, your use of that product will be subject to the Relay™ Communications Hub Terms which are available at <http://www.pitneybowes.com/us/license-terms-of-use/relay> and which are incorporated by reference. Your use of the Relay Communications Hub services is entirely governed by the Relay Communications Hub Terms and any other provisions of the Pitney Bowes Terms will not apply.

SENDPRO™ TERMS AND CONDITIONS

If you are acquiring a SendPro subscription: (i) without SendKit equipment, your Terms Of Use are available at <http://www.pitneybowes.com/us/license-terms-of-use/sendpro-subscription.html>; and (ii) with SendKit equipment, your Terms Of Use are available at <http://www.pitneybowes.com/us/license-terms-of-use/sendpro-term.html>. Your use of the SendPro application is entirely governed by the SendPro Terms of Use and any other provisions of the Pitney Bowes Terms will not apply.

DI2000™ TERMS AND CONDITIONS

The following provisions apply when you buy, lease or rent the DI2000™ inserting system (the "System").

D1. SYSTEM FEES

D1.1 System Fees. If you are not leasing the System or remitting lease payments to PBGFS, we will invoice you the System fees listed on the Order. You agree to provide accurate information about base and measured usage rates to us. If the information is not accurate, we reserve the right to estimate such usage and make adjustments based on actual usage on your next invoice.

D1.2 Volume Overage Fees. We will invoice you for additional fees that result from annual cycle volume overages according to the maximum number of annual cycles per System as noted on the Order. The overage rate for the System will be set forth in your maintenance agreement. The number of annual cycles is determined by measuring complete cycles and not individual page counts.

D2. SYSTEM MAINTENANCE SERVICES

a. Repair Service. If we determine that repair service is necessary, we may provide repair by remote access, diagnostics and coordinated remote service, or by on-site repair service. If the System is under warranty, and we need to take the System back to its facility, PBI will be responsible for all transportation costs. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. We will provide parts or assemblies for discontinued Equipment (or Equipment not marketed as new) only if available. Lubricants and other materials needed to service the Equipment, except consumable supplies, are provided without additional charge. Not included as normal wear is coverage for repairs made necessary due to Excluded Circumstances. If off site service is not successful, then a customer service representative will be sent to your location. No hourly charges will be incurred for on site or off site service unless such service is performed outside Normal Working Hours.

b. System Maintenance Fees. If the Order specifies the purchase of maintenance services, you will pay the fees for the Initial Service Term, and any Renewal Service Term (as defined below), upon receipt of our invoice. If you are leasing, the fees will be incorporated into your payment cycle. The fees will be reviewed on

an annual basis, and we will notify you in writing of any price increase not less than thirty (30) days prior to the beginning of the Renewal Service Term. Upon receipt of such notice, you will have thirty (30) days to reject such increase. If such increase is rejected, the parties will have thirty (30) days from the date of rejection to mutually agree upon a price for the upcoming year. In the event that such negotiation period expires without agreement and PBI is still providing services to you, you will be responsible for paying the monthly fee to PBI at the new price until resolution is achieved. In the event there is no agreement as to price, we will terminate maintenance services. Notwithstanding anything to the contrary herein, we will not be obligated to provide any maintenance services before receiving full payment of any applicable invoice.

c. Replacement System. If you want to replace any of the Equipment comprising the System or have additional equipment which will become part of the System, adjustments will be made by mutual agreement. If you do not want to continue coverage on new replacement equipment, any further maintenance services will be subject to PBI's then-current rates.

d. Customer Self-Service Maintenance. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, WE WILL NOT IN ANY EVENT BE LIABLE FOR ANY CLAIMS OF ANY KIND, ASSERTED BY YOU OR ANY THIRD PARTY, CAUSED BY THE REMOVAL, MODIFICATION, FAILURE TO MAINTAIN OR BY-PASSING OF BUILT-IN SAFETY FEATURES BY YOU.

e. Support Services. If you request that we provide services such as installation, maintenance, training, consulting, systems integration and data conversion or other similar support services ("Support Services"), charges for such services are in addition to the price of the System, unless otherwise specified in the Order. Your obligation to pay for Support Services is a binding obligation and will survive any termination of this Agreement for whatever reason.

D3. SYSTEM MAINTENANCE TERM

a. Term. We will provide you with maintenance services for the System as identified on the Order during the Initial Service Term and any Renewal Service Term.

b. RENEWAL SERVICE TERM(S). MAINTENANCE SERVICE

AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE (1) YEAR TERMS (EACH, A "RENEWAL SERVICE TERM"), UNLESS: (a) YOU TERMINATE MAINTENANCE SERVICE AS SPECIFIED IN SECTION D3(c) BELOW AT LEAST SIXTY (60) DAYS PRIOR TO THE RENEWAL OF THE TERM; OR (b) YOUR LEASE EXPIRES OR IS TERMINATED (IN WHICH CASE, THE MAINTENANCE SERVICE WILL TERMINATE ON THE SAME DAY AS THE LEASE); OR (c) THE RENEWAL IS PROHIBITED BY APPLICABLE LAW.

c. **Ending Your Maintenance Service.** If you do not wish to renew maintenance service, you must deliver a written notice (including your account number) (the "Termination Notice") by Certified Mail™ to the address listed in section S3.3 above. Your Termination Notice must include your customer account number and lease number (if applicable), and is effective ten (10) business days after PBI receives it. PBI reserves the right not to renew your maintenance service any time and for any reason. In the event YOU elect to terminate Maintenance Services without cause prior to the expiration of the THEN APPLICABLE service TERM, no pro-rata refund will be provided, even if any prepaid hours of service have not yet been performed by US.

D4. WARRANTIES; LIMITATION OF LIABILITY

D4.1 **PBI System Warranty.** The warranty on any System will run for a period of ninety (90) days from the date of delivery, or if installed by PB, then ninety (90) days from the date of installation, or until the system reaches PBI's System usage limits, whichever occurs first.

D5. DELIVERY; INSTALLATION; RISK OF LOSS; RETURNS

D5.1 **Delivery.** Except as otherwise set forth in the Order, you will pay all costs for transporting the System from PBI's facility to the location designated in the Order. We will make commercially reasonable efforts to deliver the System on the delivery date set forth in the Order, but cannot guarantee a specific date.

D5.2 **Installation.** You must provide a suitable power source, access, and space for installation according to PBI's specifications. You must give us advance notice of any site problems.

D5.3 **Title; Risk of Loss.** Title to the System and risk of loss to the System and any embedded software will pass to you upon delivery to the location set forth in the Order.

D5.4 **Returns.** Unless the System fails to conform to the express warranties set forth herein, the System will not be returned to us.

PBBACKUP SERVICE AND PC-BACKUP SERVICE TERMS AND CONDITIONS

The following provisions apply whenever you utilize the PBBackup or PC-Backup Services.

B1. DEFINITIONS

"Third Party Equipment with Embedded Software" - any Third Party Equipment with embedded software provided by PBI as specified on the Order.

"Maintenance Service" - the maintenance service described below for the Third Party Equipment with Embedded Software.

"Maintenance Service Term" - the Initial Service Term and all Renewal Service Terms.

B2. MAINTENANCE SERVICES (If purchased or leased)

B2.1 Your Maintenance Service Term and Renewal Service Term will be in accordance with your Sales or Lease Order or any subsequent renewal Order.

B3. WARRANTIES

B3.1 **Warranty.** THE THIRD PARTY EQUIPMENT WITH EMBEDDED SOFTWARE IS OFFERED ON AN "AS-IS" BASIS WITH NO WARRANTY.

B3.2 **Disclaimer.** MAINTENANCE SERVICE DOES NOT INCLUDE SOFTWARE MAINTENANCE AND/OR UPDATES. WE WILL NOT PROVIDE SERVICE UNDER THIS AGREEMENT IF THE THIRD PARTY EQUIPMENT WITH EMBEDDED SOFTWARE IS DAMAGED AS A RESULT OF EXCLUDED CIRCUMSTANCES.

B4. MAINTENANCE SERVICE

B4.1 Your equipment maintenance will be provided in accordance with these terms.

B4.2 Installation for PBBackup Service.

- (a) Once we receive your Order for the PBBackup Service, we will schedule a date for us to come and install the Third Party Equipment with Embedded Software.
- (b) When we are installing the Third Party Equipment with Embedded Software, you agree to provide a suitable

power source, access to the install area, and access to any related data source.

- (c) We will make every reasonable effort to install the Third Party Equipment with Embedded Software or perform the services on the requested install date detailed in your Order, but we cannot guarantee a specific date.

B4.3 **PBBackup and PC-Backup Service.** If you give us remote support access as part of the installation process, you will receive remote monitoring services up to four times during the Maintenance Service Term, for which we will request your prior consent each time. If we receive a call from you requesting that we restore your computer system, we will send a service technician to your site to restore your computer system during Normal Working Hours. Your computer will be restored using the most recent image that was last backed up on the Third Party Equipment with Embedded Software.

B4.4 Replacement Service

- (a) We have designated certain Third Party Equipment with Embedded Software as "service by replacement," which means that we will replace, rather than repair this Third Party Equipment with Embedded Software.
- (b) If we determine that replacement is necessary, we will, at no additional cost, ship or deliver upon installation new, reconditioned, or remanufactured Third Party Equipment with Embedded Software of the same or a functionally equivalent model.

B5. OTHER FUNCTIONALITY

B5.1 You shall be solely responsible for entering into your own arrangements with third parties for functionality not provided by us as part of this service offering.

**END USER LICENSE AGREEMENT
AND LIMITED WARRANTY
IMPORTANT - READ CAREFULLY**

1. LICENSE AGREEMENT AND LIMITED WARRANTY AGREEMENT. - This End User License Agreement ("EULA") and Limited Warranty (hereinafter collectively the "License Agreement") constitute a legal agreement between you (either as a physical, legal person (e.g. corporation) or a partnership) and Objectif Lune Inc. ("Objectif Lune") for the software product identified as PlanetPress® Suite, including all companion products, components, patches, updates and upgrades, and also including any computer software, PostScript® programs, media and all accompanying on-line or printed documentation (collectively the "Software"). The Software also includes Adobe® Technology and related documentation, and any upgrades, modified versions, additions and copies thereof.

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