



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 239524

Procurement Type: Central Contract - Fixed Amt

Vendor ID: 000000218168



Legal Name: PITNEY BOWES INC

Alias/DBA:

Total Bid: \$103,687.80

Response Date: 09/13/2016



Response Time: 10:11

SO Doc Code: CRFQ

SO Dept: 0511

SO Doc ID: HHR1700000003

Published Date: 9/1/16

Close Date: 9/13/16

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM_1 Digital Mailing & Information System Lease

Total of Header Attachments: 0

Total of All Attachments: 0



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

State of West Virginia
Solicitation Response

Proc Folder : 239524

Solicitation Description : ADDENDUM_1 Digital Mailing & Information System Lease

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2016-09-13 13:30:00	SR 0511 ESR09131600000001032	1

VENDOR

000000218168
PITNEY BOWES INC

Solicitation Number: CRFQ 0511 HHR17000000003

Total Bid : \$103,687.80 Response Date: 2016-09-13 Response Time: 10:11:05

Comments:

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
(304) 558-2307
mark.a.atkins@wv.gov

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Mail machines	60.00000	MO	\$1,728.130000	\$103,687.80

Comm Code	Manufacturer	Specification	Model #
44102100			

Extended Description :	One (1) Digital Mailing System. Total Cost for Specifications listed in Section 3.1.1 - 3.1.2; 3.1.4 - 3.1.6 for a 60 month lease. Shipping and Billing address is 350 Capitol Street, Room B36, Charleston, WV 25301.
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Comments: 60 Month Lease at \$1,728.13 per month

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Mail machines	60.00000	MO	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
44102100			

Extended Description :	One (1) Digital Mailing System. Total Cost for Specifications listed in Section 3.1.1 - 3.1.2; 3.1.4 - 3.1.6 for a 60 month lease. Shipping and Billing address is 350 Capitol Street, Room B36, Charleston, WV 25301.
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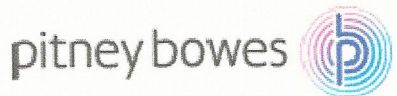
Comments: Included

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Electronic mail software	60.00000	MO	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
43233501			

Extended Description :	One (1) Information Management System or Equivalent. Section 3.1.3 of the specifications for a 60 month lease. Shipping and Billing address is 350 Capitol Street, Room B36, Charleston, WV 25301.
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Comments: Included



September 13, 2016

Department of Administration
Purchasing Division
2019 Washington St E
Charleston, WV 25305

RE: RFQ: 0511 HHR1700000003
Bid response date: 09-13-2016, 1:30 PM

Attachments: Pitney Bowes General Terms
Pitney Bowes Customer Satisfaction Guarantee
Signed bid pages and pricing sheets

Dear Mr. Atkins:

Pitney Bowes Inc. is pleased to submit the enclosed offer in response to the referenced Request for Quote 0511 HHR1700000003. 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") Terms. Please note that the agreements referenced above as attachments, are industry standard and are specific to the structure being offered. Pitney Bowes agrees to negotiate in good faith.

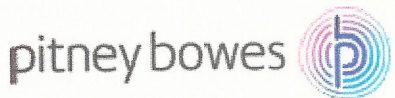
Pitney Bowes respectfully notes the following exceptions or modifications to the West Virginia Terms and Conditions. Modifications will be indicated with exception as struck through and in red font and additions will be bolded and in yellow highlight.

Federally Funded Procurements

Section 2, CFR 200.322 PROCUREMENT OF RECOVERED MATERIALS: Pitney Bowes does not have recycled material in new equipment but at end of lease PBI recovers the equipment for recycling and reuse.

General Terms and Conditions (Agency Delegated Procurements Only)

Section 3, CONTRACT TERM; RENEWAL; EXTENSION: Pitney Bowes clarifies, "At end of term PBI leases continue into Secondary Lease Period (SLP). Once in SLP they can be cancelled at any time without penalty."



Section 7, INSURANCE: Pitney Bowes 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 15, TAXES: Pitney Bowes requests, upon award, that WV Dept of Health & Human Resources provide a copy of their tax exemption.

Section 18, 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 24, SUBSEQUENT FORMS: Pitney Bowes respectfully takes exception. PB Terms and Conditions will govern the transaction. Client's signature on Order Agreement signifies their acceptance of the PB Terms and Conditions.

Section 26, WARRANTY: Pitney Bowes respectfully takes exception to this in its entirety. See attached PB Terms and Conditions which includes a Warranty in Section G.2.

Section 35, 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

Request for Quotation
CRFQ 0511 HHR1700000003

Exhibit_A

Pricing Page

Contract Item #	Description	Quantity	Total Monthly Cost	Total Cost of Lease for 60 Months
Section 3.1.1 – 3.1.2; 3.1.4 – 3.1.6	Digital Mailing System Total Cost for Specifications listed in Section 3.1.1 – 3.1.2; 3.1.4 – 3.1.6 for a 60 month lease.	1	\$ <u>1728.13</u>	\$ <u>103,687.80</u>
Section 3.1.1 – 3.1.2; 3.1.4 – 3.1.6	Digital Mailing System Total Cost for Specifications listed in Section 3.1.1 – 3.1.2; 3.1.4 – 3.1.6 for a 60 month lease.	1	\$ <u>0</u>	\$ <u>Included</u>
Section 3.1.3	Information Management System or Equivalent Total Cost for Specifications listed in Section 3.1.3 for a 60 month lease.	1	\$ <u>0</u>	\$ <u>Included</u>
			Overall Total Cost For 60 Months	\$ <u>103,687.80</u>

Contract will be awarded to the Vendor meeting the required specifications for the lowest Overall Total Cost.

Vendor Section (Complete all fields):

Vendor Name: <u>Pitney Bowes, Inc.</u>	
Physical Address: <u>8245 Boone Blvd., Ste 470 Vienna VA 22182</u>	
Remit To Address:	
Telephone: <u>304-881-9298</u>	
Fax: <u>203-617-6852</u>	
E-mail: <u>Susan.Lopinsky@pb.com</u>	
Vendor Representative: <u>Susan Lopinsky</u>	
Signature: <u>Susan Lopinsky</u>	Date: <u>09-13-16</u>

September 13, 2016

Proposal
For
WV DHHR

RFQ: 0511 HHR1700000003

Solution I:

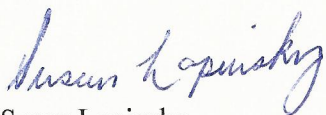
SendPro P3000 WOW Automatic Mailing System, 270/170 LPM, 30lb Scale with External Display & Differential Weighing, 15" Color Touch Display Screen, 500 Departmental Inview Analytics with Web Accounting, Inview Dashboard for two meters, Inview Custom Reports & Training, Report Printer, Electronic Return Receipt (\$1.30 Savings per Return Receipt), eRR Reference# Package, & Barcode Scanner, Multicarrier Shipping App with Hardware on Meter (Includes UPS & Fed Ex Contract Rates, and USPS Priority Mail Commercial Base Pricing Discount), Shipping App includes Hi Cap Label Printer and Wireless Keyboard, Standard Receiving Feature that includes up to 5 Recipients/Delivery Points, LAN Connectivity, Power Stacker, & SendPro P Series Console with Scale Stand & Extension Kit.

SendPro P3000 WOW Automatic Mailing System, 270/170 LPM, 10lb Scale with External Display & Differential Weighing, 15" Color Touch Display Screen, 500 Departmental Inview Analytics with Web Accounting, Report Printer, Electronic Return Receipt (\$1.30 Savings per Return Receipt), eRR Reference# Package, & Barcode Scanner, USPS Shipping App with Hardware on Meter (Includes USPS Priority Mail Commercial Base Pricing Discount), Shipping App includes Basic Label Printer and Wireless Keyboard, Standard Receiving Feature that includes up to 5 Recipients/Delivery Points, LAN Connectivity, Power Stacker, & SendPro P Series Console with Scale Stand & Extension Kit.

60 Months at \$1,728.13 per month (billed quarterly)

Services & Options Included: All Equipment Maintenance, Software Maintenance, Meter Rental, Postal Rate Updates, Installation, & Training.

If you have any questions, please feel free to contact me at 304-881-9298.



Susan Lopinsky

WV Government/Major Account Manager

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO 0511 HHR1700000003

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 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

Amam Lapinsky
Authorized Signature

09-13-16
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

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 WV Government Account Manager
(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
(E-mail 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)

09-13-16
(Date)

304-881-9298 203-617-6852
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
CRFQ 0511 HHR1700000003
Two (2) Digital Mailing and One (1) Information Management Systems Lease

8.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

8.5. Vendor shall inform all staff of Agency's security protocol and procedures.

9. VENDOR DEFAULT:

9.1. The following shall be considered a vendor default under this Contract.

9.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

9.1.2. Failure to comply with other specifications and requirements contained herein.

9.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

9.1.4. Failure to remedy deficient performance upon request.

9.2. The following remedies shall be available to Agency upon default.

9.2.1. Immediate cancellation of the Contract.

9.2.2. Immediate cancellation of one or more release orders issued under this Contract.

9.2.3. Any other remedies available in law or equity.

10. MISCELLANEOUS:

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.Lopinsky@pb.com

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

- ☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- ☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
- ☐ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
- ☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% vendor preference for the reason checked:

- ☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% vendor preference for the reason checked:

- ☐ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,

4. Application is made for 5% vendor preference for the reason checked:

- ☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- ☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- ☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- ☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Pitney Bowes, Inc.

Signed: 

Date: 09/13/16

Title: WV Government Account Manager

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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: Luan Lopez Date: 09-08-16

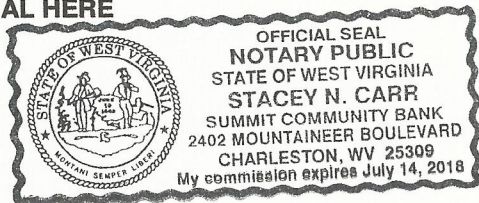
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 8th day of September, 2016.

My Commission expires July 14, 2018.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 08/01/2015)

PITNEY BOWES LEASE AGREEMENT STATE & LOCAL FAIR MARKET VALUE LEASE

Your Business Information

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Agreement Number

Full Legal Name of Lessee		DBA Name of Lessee		Tax ID # (FEIN/TIN)	
Billing Address: Street		City		State	ZIP+4
Billing Contact Name		Billing Contact Phone #		Billing CAN #	
Installation Address (if different from billing address): Street		City		State	ZIP+4
Installation Contact Name		Installation Contact Phone #		Installation CAN #	
Fiscal Period (from – to)		Lessee PO #		Delivery CAN #	

Your Business Needs

Qty	Business Solution Description

Check additional items to be included in client's payment

☐ Service Level Agreement

☐ Software Maintenance (additional terms apply) - Provides revision updates & technical assistance

☐ Meter Rental

() Value Based Services (not including USPS fees which will be charged separately)

☐ Purchase Power® - A line of credit providing a convenient way to mail now and pay later.
Consolidate meter postage, permit postage and supplies under one account – see terms & conditions

☐ Equipment Replacement Program – Protection in case of loss or damage to leased equipment

() Yes I want to enroll in the ValueMAX® equipment replacement program

() No Enrollment (I will provide proof of insurance within the next 30 days as noted in Section L9)

☐ * If green products are identified on your Order, the equipment covered by this Agreement includes remanufactured products that have gone through our factory certification testing process.

Your Payment Plan

Initial Term: _____ months

Number Of Months	Monthly Amount	Billed Quarterly At*
First		
Next		

() Required advance check of \$() received

() Tax Exempt Certificate Attached

() Tax Exempt Certificate Not Required

*Does not include any applicable sales, use, or property taxes which will be billed separately; payment plans begin after any applicable Interim Usage Period.

Your Signature Below

Non-Appropriations. 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.

By signing below, you agree to be bound by all the terms of this Agreement, including those contained on page 2 and those located in the Pitney Bowes Terms (Version 1/14), which are available at www.pb.com/terms and are incorporated by reference. **You acknowledge that you may not cancel the lease for any reason and that all payment obligations are unconditional.** The lease will be binding on us after we have completed our credit and documentation approval process and have signed below. The lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment replacement program (see Section L9 page 2) for an additional fee.

Lessee Signature _____

Print Name _____

Title _____

Date _____

Email Address _____

Pitney Bowes Signature _____

Print Name _____

Title _____

Date _____

Sales Information

Account Rep Name _____ District Office _____

PITNEY BOWES TERMS

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, de-compile, 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.

LEASE TERMS AND CONDITIONS

The following provisions apply whenever you lease Equipment from PBGFS

L1. PROVIDER OF LEASING SERVICES

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 quarterly in advance for all payments on the Order, except as provided in the Order or in any statement of work attached to the Order (each such payment a "Periodic Payment"). You will make each Periodic Payment by the due date shown on our invoice.

L3.2 Your Periodic Payment may include a one-time 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. 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 (including any applicable equipment return 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 SECTION G2.

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 us 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 L9.1(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. MISCELLANEOUS

L10.1 If more than one lessee is named in this Lease, liability is joint and several.

L10.2 You, and any guarantor signing the Order or any documents executed in connection with this Lease, agree to furnish us financial information upon request. Each of these persons authorizes us to obtain credit reports on them now and in the future.

L10.3 **YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT, THE METER OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH WILL NOT BE UNREASONABLY WITHHELD. ANY ASSIGNMENT WITHOUT OUR CONSENT IS VOID.**

L10.4 We may sell, or assign all or any part of this Lease or the Equipment. Any sale or assignment will not affect your

rights or obligations under this Agreement.
L10.5 We will provide you with a welcome letter by email.

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.
 - (i) 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.
 - (ii) 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.
 - (iii) You are responsible for Covered Equipment until PBI receives it.
- (c) Repair Service.
 - (i) If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service.
 - (ii) 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.
 - (iii) PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available.
 - (iv) 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:
 - (i) All coverage provided under Standard SLA.
 - (ii) Quarterly performance reports made available on MyAccount at www.pb.com.
 - (iii) One two hour application consultation for your mailing and shipping needs.
 - (iv) Admission for one person to a PBI mail management seminar.
- (b) Response Time Commitment.
 - (1) 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").

- (2) 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.
 - (3) 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.
 - (4) 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.
- (1) 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.
 - (2) 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:
 - (a) YOU TERMINATE SERVICE UNDER SECTION S3.3;
 - (b) THE LEASE EXPIRES OR IS TERMINATED (IN WHICH CASE, THE SERVICE TERM WILL TERMINATE ON THE SAME DAY AS THE LEASE);
 - (c) THE RENEWAL IS PROHIBITED BY APPLICABLE LAW.
- S3.3 Ending Your Service.
 - (a) 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).

- (b) PBI reserves the right not to renew your SLA for any reason.

S3.4 Service Changes.

- (a) PBI may modify its Service by giving written notice to you (a "Service Change Notice"), which will state whether the change is material.
- (b) 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

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

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.

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.



Shipping & Mailing

Postage Meters



SendPro™ P3000

Set a new standard for performance.

Make critical gains in productivity and efficiency.

Shipping and receiving packages and sending daily letter mail are all a necessary part of doing business. Yet, these seemingly simple tasks can be complicated processes that demand proper attention.

The SendPro P3000 simplifies the process by integrating mailing, shipping and receiving into a single system. With this integration, the P3000 provides a simpler, more streamlined way to send letter mail and large envelopes as well as ship packages using your USPS®, FedEx® and UPS® business accounts. With the receiving application, you can accurately log all of your incoming packages' information so that you have a history of every package that has been delivered to your office.

Plus, with sending costs rising and shipping becoming more complex, the SendPro P3000 can also quickly improve productivity and cost efficiency in your office.

Mail, ship and track with ease.

For letter mail, the SendPro 3000 will seal and print postage for mail up to 3/4" thick at up to 310 letters per minute.

With the Weigh-on-the-Way® feature, sorting mixed size mail is no longer necessary. The P3000 can process a stack of mixed size mail at up to 205 letters per minute applying the correct postage for each piece.

For package shipments, the P3000 allows you to review services provided by USPS, FedEx or UPS in order to pick which one is best for you. With the integrated scale and label printer, you can weigh, rate and ship right from your system. Now, you can get your packages delivered with the best cost and delivery options available.



For more information, visit us online: pitneybowes.com

Desktop shipping.

The SendPro™ P3000 enables users outside the mail area to ship packages from their individual PCs. Office workers simply log in to send or track a package delivery. The optional SendKit, featuring a scale and label printer, allows your office staff to weigh, rate and print professional shipping labels. No matter how many people in your office ship, equip them all with desktop capabilities that link to a central, controlled account that captures shipping history, carrier spend and package tracking details.

Manage inbound deliveries.

Automate and streamline the receipt and management of incoming packages using your P3000 and its integrated barcode scanner. The P3000 instantly logs package information, including carrier, recipient, sender, tracking number and date and time of receipt, keeping a history report of all your incoming packages so you know when each package was delivered. You also have the option to automatically alert the intended recipient with email notifications, making the entire process more accurate and efficient.

Simple user display.

The modern, color touch screen display of the P3000 enables anyone in your office to pick the ideal service and complete each job quickly and accurately. The system guides the user with its easy-to-follow menus for processing mail and shipments with each of the three carriers: USPS®, FedEx® and UPS®.

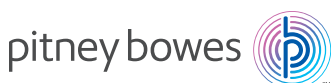
Flexible printing.

The P3000 also gives you unique control over envelope printing. From any desktop PC, you can upload your graphics to print a business logo, return address, or promotional

message in full color on outbound envelopes. Print just one or print a thousand. The savings add up. Its quick changeover gives you printing flexibility and can eliminate the premiums you pay for special envelope stock.

Specifications

Max processing speed (letters per minute)	Four WOW/Non-WOW pairings: Up to 105/165 LPM, 135/220 LPM, 170/270 LPM, 205/310 LPM
Weigh-on-the-Way® (WOW®)	Standard: Up to 16 oz. (500 g). Shape based rating is automatic.
Shipping - USPS-approved IMPB label printing	Standard: Print USPS shipping labels from attached adhesive label printer using Commercial Base Pricing discounts.
Shipping - Integrated FedEx and UPS	Optional: FedEx and UPS with existing discounted business account. Print shipping labels from attached adhesive label printer
Shipping - Desktop access	Optional: SendKits available for desktop PC shipping. SendKits include both a label printer and scale that attach to any PC with a USB connection.
Receiving - Inbound Package Management	Included: Integrated software with reporting from base system. Optional: scanning hardware, number of recipients, email notification capability.
Full color printing	Optional: print return address, custom logo, or promotional message. CMYK @ 1200 dpi
Envelope sealing system	Pump-fed pad; open and closed flap feeding. Seal only mode.
Weighing (large envelopes and packages)	Optional: 5-10-15 lb small platform with stand; 15-30 lb tabletop platform; 70-149 lb shipping platform. Differential weighing - optional.
Postage accounting	Optional: Up to 100, 500, 1000, 2000, 3000 max accounts for postal meter analytics.
Expanded analytics	Optional: INVIEW® Analytics (web-based), Business Manager, SendSuite® shipping solutions
Package tape printing	Adhesive roll tape or gummed roll tape (for large envelopes and packages using non-discounted USPS Retail rates)
Color touch screen display	Standard: 10.2" (WSVGA); Optional: 15" detachable display (XGA)
Peripheral hardware options	Account barcode scanner, laser report printer, P3000 flats feeding guide, power stacker, portrait flats kit for a power stacker, wireless keyboard (for quick alpha-numeric entries)
Dimensions	61.5"L x 25.5"D x 24"H (with Basic Apps Display). Drop Stacker adds 12" to L. Power Stacker adds 31" to L. Color adds 6.5" to L. 15" Display adds 2" to H.



United States
800 327 8627
pbsoftware.sales@pb.com



Shipping & Mailing
Postage Meters

Connect+/SendPro™ P Series

Networking Technical Specification

Introduction	2
Network Requirements	2
Port/Communication Requirements	2
URL	3
FAQs	9
Appendix: Network Evaluation Forms	11

Introduction

This document details the networking technical considerations for the Connect+/SendPro™ P Series.

Network Requirements

- The Connect+/SendPro system will require a high-speed network connection.
- The Connect+/SendPro system will initiate all communication.
- The Connect+/SendPro system will initiate all communication (via HTTP or HTTPS), so it can safely sit behind most corporate firewalls.
- The Connect+/SendPro system will communicate to external Web Services via HTTP over Port 80.
- The Connect+/SendPro system will communicate to PB secure server(s) via HTTPS over port 443.
- The Connect+/SendPro system will use Port 53 for DNS lookup.
- Pitney Bowes requires a minimum network bandwidth of 384 kbps (upstream and downstream) to operate, but we recommend 1 Mbit/sec for best performance.
- It is recommended that DSL or 3G modem devices are not shared across multiple Connect+/SendPro systems.
- Customer owned web filtering devices or software, as well as SSL packet inspection should be disabled for these ports as they can affect performance.

Port/Communication Requirements

All communication is initiated from the Connect+/SendPro system via ports 80 (HTTP) and 443 (HTTPS). All communication from the Connect+/SendPro system to the back end system is in the form of XML messages.

Port 80 (HTTP)

- OS Update
- AV Updates
- Web Browsing (Help)
- TeamViewer

Port 443 (HTTPS)

- Connect+ will send requests to refill or audit its PSD (Postal Security Device) based on a low funds or inspection date. (Refills currently occur when the PSD funds drop below \$xxx.xx. Audits occur if the PSD inspection date has expired.)
- During initial install, the system will automatically request an Operational Block, from the infrastructure, for the PSD.
- On PSD replacement the System will automatically request the configuration data for the replacement PSD.
- Transaction Records from the Connect+/SendPro system are automatically uploaded when:
 - The System has been idle for a period of 10 minutes
 - While powering down the system.
 - Web Accounting Services.
- On power up the System freshens the Web Service (Supplies, My Account, Tracking etc.) configuration data.
- Software, Rates and Graphic updates.

Port 53

- DNS lookup
 - IT departments that use a "rules based" method for allowing specific ports to pass traffic on their network for port 53 and make sure to allow BOTH UDP and TCP traffic for this port. Port 53 listens for DNS requests and may respond on either protocol, based on the type of request it receives. Short responses should come in over UDP. Longer, more detailed responses on TCP.

URL

The following URLs must be accessible from the Connect+/SendPro system, without any obstructions. It is strongly recommended that the firewall reference the URL rather than IP address, which can change over time. If IP addresses must be referenced, it is suggested to keep open the block of IP addresses 199.231.32.0 to 199.231.47.255, 152.144.128.0 to 152.144.128.255, 209.85.128.000 to 209.85.255.255.

The table below summarizes the list of required and optional firewall port exceptions. It is suggested to open all the optional services as the Connect+ machine normally ships with all the options enabled. Customers can request certain options to be disabled. Please check with the owner of the machine to determine if certain functions have been disabled and can therefore be left out of the firewall exception rules.

URL Table

Function	Description	Required/ Optional	Firewall Exception Rule(s)
Connect+ Network Test/ Linux Proxy Test	Built in tools that pings select PB servers for connectivity testing. Used by PB Service (Resides on Linux Desktop)	Required	<ul style="list-style-type: none"> • Network Test <ul style="list-style-type: none"> ◦ http://www.google.com (Domain www.google.com; IP=72.14.253.104) ◦ http://www.l.google.com (Domain www.google.com; IP=74.125.230.81, 74.125.230.82, 74.125.230.83, 74.125.230.84, 74.125.230.80) ◦ http://www.novell.com • SUSE Linux Proxy Test (Domain ftp.novell.com; IP=130.57.1.88)
Distributor	Main PB Server that authenticates machine for access to other PB web services	Required	<ul style="list-style-type: none"> • Distributor: http://distservp1.pb.com/dstproduct.asp https://distservp1.pb.com/dstproduct.asp (Domain distservp1.pb.com; IP=152.144.128.244, 152.144.128.230, 199.231.44.31, 199.231.43.31, 199.231.45.46)
Funds (Funds Management & Refills)	Funds are managed through a separate Funds Server system	Required	<ul style="list-style-type: none"> • http://cometservc1.pb.com/T3cometserver_03.asp • https://cometservc1.pb.com/T3cometserver_03.asp (Domain cometservp1.pb.com; IP=152.144.128.230, 152.144.128.236, 199.231.45.37, 199.231.43.215)

Function	Description	Required/ Optional	Firewall Exception Rule(s)
Rates and Updates (Download Services)	Downloads new SW, graphics, rate price data etc.	Required	<ul style="list-style-type: none"> Misc. Data Upload: https://pbgdspp1.pb.com/MS1ConfigurationUpload/MS1ProductConfigurationUpload.svc (Domain pbgdspp1.pb.com; IP= 199.231.44.222, 199.231.44.148 and 199.231.45.41, 199.231.45.35) ClamAV: http://clamserver.pb.com (Domain clamserver.pb.com; IP=199.231.45.165; 199.231.44.54, 199.231.33.54,199.231.35.165) Error log uploads: https://pbdlspp1.pb.com/UploadService/service.svc (Domain pbdlspp1.pb.com; IP=199.231.44.30; 199.231.45.38) Configuration web page: https://MyMS1Configuration.pb.com (Domain MyMS1Configuration.pb.com; IP=199.231.44.166) OS Updates: https://SMT.pb.com (Domain SMT.pb.com; IP=199.231.44.54; 199.231.35.165) File Updates: https://pbgdspp1.pb.com/MS1/DiaService.svc (Domain pbgdspp1.pb.com; IP=199.231.44.222) Orders (CCD): https://pbgdspp1.pb.com/MS1CCD/DiaCCDSvc.svc (Domain pbgdspp1.pb.com; IP=199.231.44.222)
Manage Accounts (Accounting)	Separate PB Server that manages Accounting including Account Creation, Reports etc.	Required	<ul style="list-style-type: none"> Accounting Web Application: https://ms1app.pb.com/ (Domain ms1app.pb.com; IP=199.231.32.67) Accounting Web Services: https://ms1app.pb.com/ms1atweb/services/ (Domain ms1app.pb.com; IP=199.231.32.47)
On Line Help	Help Website	Required	<ul style="list-style-type: none"> http://www.pitneybowes.com/view/connectplus/MailStream One Help.htm (Domain www.pb.com; IP address = 23.78.207.49)

Function	Description	Required/ Optional	Firewall Exception Rule(s)
Remote Access	"Teamviewer" Tool that allows PB Service to access machine – ONLY when customer allows it – see note below	Optional (Enabled by default)	<p>There are two options to unblock TeamViewer.</p> <ol style="list-style-type: none"> 1. General unlocking of Port 5938 TCP for outgoing connections. (recommended) Port 5938 is only used by a few programs and therefore is no security risk. This traffic should then neither be filtered nor cached. 2. Unlocking of URLs of the following formats (to any Server) GET /din.aspx?s=...&client=DynGate... GET /dout.aspx?s=...&client=DynGate... ...POST /dout.aspx?s=...&client=DynGate... <p>Regardless of which method is chosen to unblock TeamViewer, also check that no content filter or similar is blocking one of the following URLs:</p> <p>*.teamviewer.com</p> <ul style="list-style-type: none"> • *.dyngate.com
Verify Address (Address Cleaning)	Utility Website to validate addresses against USPS database	Optional (Enabled by default)	<ul style="list-style-type: none"> • http://www.pb.com/ms1av/checkaddress.jsp (Domain www.pb.com; IP=199.231.44.12)
My Account (PB.com)	Utility website to access your MyAccount on PB.com	Optional (Enabled by default)	<ul style="list-style-type: none"> • https://www.pb.com/cgi-bin/pb.dll/jsp/Login.do?lang=en&country=US&ga1=MS1 (Domain www.pb.com; IP=199.231.44.12) (Domain http://www.google.com/analytics; IP=209.85.128.000, 209.85.227.101, 209.85.227.113)

Function	Description	Required/ Optional	Firewall Exception Rule(s)
Discount & Presort Services	Utility Website to manage Discounts & Presorting	Optional (Enabled by default)	<ul style="list-style-type: none"> • http://www.pb.com/mailstream/mailling-services (Domain www.pb.com; IP=199.231.44.12)
Buy Supplies	Utility Website to order Connect+ supplies	Optional (Enabled by default)	<ul style="list-style-type: none"> • http://www.pb.com/mailstream/supplies/ms1 (Domain www.pb.com; IP=199.231.44.12)
Track a Package	Carrier independent web tracking site for packages	Optional (Enabled by default)	<ul style="list-style-type: none"> • http://pb.boxoh.com/ (Domain pb.boxoh.com; IP=72.47.250.186)
Apps & Tools	Utility Website for additional Apps and Tools	Optional (Enabled by default)	<ul style="list-style-type: none"> • http://www.pb.com/connectplus/apps/ (Domain www.pb.com; IP=199.231.44.12)
Ship a Package	Package Shipping Application	Optional (Disabled by default)	<ul style="list-style-type: none"> • http://shipapackage.us.pitneybowes.com (Domain www.pb.com; IP address = 199.231.44.12) Ship A Package is a legacy Shipping Application that is being replaced by SendPro. If this is a new installation, you do not need to open up the firewall for Ship A Package.
SendPro	Newest Package Shipping App	Optional (Disabled by default)	<ul style="list-style-type: none"> • https://sending.us.pitneybowes.com/ (Domain www.pitneybowes.com; IP address 199.231.33.6, 199.231.44.12)
SendSuite Tracking	Sendsuite Tracking Application	Optional (Disabled by default)	<ul style="list-style-type: none"> • http://sendsuitetracking/pitneybowes.com/ (Domain: www.pitneybowes.com; IP Address 199.231.33.6, 199.231.44.12)
Buy Ink Express	Allows direct access to Ink Ordering page	Required	<ul style="list-style-type: none"> • http://www.pitneybowes.us/shop/ink-and-supplies/postage-meter-ink-supplies/connect-series--1/en-us/storeus (Domain: www.pitneybowes.com; IP Address 199.231.33.6, 199.231.44.12)

Function	Description	Required/ Optional	Firewall Exception Rule(s)
Health Data Upload	Machine Health Information upload	Required	<ul style="list-style-type: none"> https://cplus-logs-fusion.pb.com/api/v1/uploads (Domain: www.pb.com ; IP Address = 199.231.33.6, 199.231.44.12)

- There are additional supporting websites that are referenced by content in the utility websites. Please contact PB's customer care group for a full list.
- TeamViewer Remote Access is used by service and sales for remote diagnostics and training. A TeamViewer session can only be initiated by someone on the customer end and therefore the system cannot be accessed without the customer's knowledge. Each session has a unique randomly generated password that is invalid when the session ends.

FAQs

Question

Answer

What OS does this device run?	SUSE Linux Sled 11
What controls are in place to protect this device against network-based malware (viruses/worms) threats?	<p>Controls include:</p> <ul style="list-style-type: none">• White list of URL's• HTTPS• Anti Virus Software• Only executes services needed to perform activities• OS distribution has been optimized and locked down
Does it have a firewall?	Yes
Who controls the firewall rules?	Pre-configured and not modifiable
How are the firewall rules configured?	Allow only the ports Http, Https and DNS
What is the security patch process?	Connect+ security patches are applied by emergency updates via PB only, and on a regular schedule through PB services.
What anti-virus controls does Connect+ use?	ClamAv is installed on every system. AV signature updates regularly updated
What is the software update process, and how often does this occur?	As required, in some cases monthly
What is the network traffic flow to and from the Connect+/SendPro system? What firewall rules need to be in place to allow the necessary communication?	<ul style="list-style-type: none">• Outgoing contact initiated (no push) utilizing HTTPS, URLs provided by PB services• Outgoing - transactional data• Incoming is both transactional data and files and Web Services
Can you identify suspicious activity affecting Connect+?	<p>Yes. An audit process exists to validate the financial integrity of the system. Error logs are available and can be uploaded to the PB data center.</p> <ul style="list-style-type: none">• Regularly scheduled physical visits from PB Service

Question

Answer

What are the access controls in place to secure Connect+?	The application access is managed by the customer using User IDs and passwords. Unique, cryptographically strong passwords for each machine restricts access to the operating system.
How do you authenticate an individual? A service?	The application access is managed by the customer using User IDs and passwords. The Connect+ Series does not provide services over a network so authentication not required.
Are there audit trails in place?	Yes. PSD transactional audits, extensive logs all financial transactions are audited by the PB infrastructure. The Connect+ Series logs all error conditions, and maintains ink usage logs, print usage logs, etc.
Is data stored on the device?	Yes. The Connect+ Series stores transactional data, graphic images, customer profiles and settings, files (rates, etc.).
What controls protect the data?	All files and data interface utilizing HTTPS. Incoming data and files are signed and verified prior to use. If consumed by the printer, it is verified on each use. If used by the application, it is verified on load.
Does the Connect+ Series allow remote administration?	Pitney Bowes will use TeamViewer to troubleshoot system problems remotely. The end user will initiate the session using a special code.

Appendix: Network Evaluation Forms

Sample Wired Questionnaire Connect+ Network Readiness

If you require assistance or need questions answered, please contact the Customer Network Support Center at 877-213-7284. Press option 1 for Technical Assistance, then press option 1 for Network Readiness Support.

Account Information

Customer Account Number

Reference ID:

Customer / Company Name:

Connectivity

Wired Questionnaire

How far is the Machine going to be from the Wired
Network Connection point? (ft)

Is Internet access through an HTTP Proxy?

- ☐ No
- ☐ Yes, using a transparent proxy (no additional settings required)
- ☐ Yes, using a configured proxy (additional settings required)

IP address or URL of the Proxy Server.

Port number of the Proxy Server.

User ID (if required).

User Password (if required).

Dynamic or Static IP

- ☐ Dynamic IP Address (DHCP)

☐ Static IP Address

IP Address to be used:

Subnet Mask:

Default Gateway IP Address to be used:

DNS Server IP address to be used:

Is MAC address filtering used?

☐ No

☐ Yes

Technical Contact Information

Technical Contact Name:

Technical Contact Title:

Technical Contact Phone:

Technical Contact Email Address:

Comments:

Please indicate best method for contacting technical contact the day of the installation.

Continue

Sample Wireless Questionnaire Connect+ Network Readiness

If you require assistance or need questions answered, please contact the Customer Network Support Center at 877-213-7284. Press option 1 for Technical Assistance, then press option 1 for Network Readiness Support.

Account Information

Customer Account Number

Reference ID:

Customer / Company Name:

Connectivity

Wireless Questionnaire

How far is the Machine going to be from the wireless access point? (ft)

Is Internet access through an HTTP Proxy?

☐ No

☐ Yes, using a transparent proxy (no additional settings required)

☐ Yes, using a configured proxy (additional settings required)

IP address or URL of the Proxy Server.

Port number of the Proxy Server.

User ID (if required).

User Password (if required).

Dynamic or Static IP

☐ Dynamic IP Address (DHCP)

☐ Static IP Address

IP Address to be used:

Subnet Mask:

Default Gateway IP Address to be used:

DNS Server IP address to be used:

Is MAC address filtering used?

☐ No

☐ Yes

What is the Wireless LAN (WLAN) 802.11
standard of your Network?

☐ Legacy

☐ a

☐ b

☐ g

☐ n

SSID / ESSID:

What is the Operating Mode of your Wireless
LAN (WLAN)?

☐ Ad-hoc (peer-to-peer without access point)

☐ Managed (network is managed by an access
point)

What Authentication method is used on your
Wireless LAN (WLAN)?

☐ No Encryption

☐ WEP (Open)

☐ WEP (Shared-key)

☐ WPA-PSK (WPA "Home")

☐ WPA-EAP (WPA "Enterprise")

☐ Other, please specify:

What Encryption method is used on your
Wireless LAN (WLAN)?

☐ WEP

☐ EAP-TTLS

☐ EAP-PEAP

☐ Other, please specify:

☐ Other, please specify:

If you are using WEP or WPA-PSK is your input
key entered as a ...

☐ Passphrase

☐ ASCII

☐ Hexadecimal

key:

Technical Contact Information

Technical Contact Name:

Technical Contact Title:

Technical Contact Phone:

Technical Contact Email Address:

Comments:

Please indicate best method for contacting technical contact the day of the installation.



Continue