

**INTELLIJET SALES & LICENSE AGREEMENT**

Pitney Bowes Inc., through its Document Messaging Technologies division

DATE PREPARED:

BILL TO			INSTALL (if different)		
Firm Name: Address: City, State, Zip: Client Acct #: Phone #: Contact Name:			Firm Name: Address: City, State, Zip: Client Acct #: Phone #: Contact Name:		
Qty	Item	Description	Unit Price	Discount/ Trade-In Allowance	Net Price
					\$
Tax Exempt: State/Province <input type="checkbox"/> County <input type="checkbox"/> City <input type="checkbox"/>			Special Billing Requirements:		Net Subtotal
Requested Install Date:					Total Taxes
Down Payment Amount:					Totals
SIGNATURES					
ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THIS ORDER APPEAR ON THE FOLLOWING PAGE(S) AND TAKE PRECEDENCE OVER ANY TERMS AND CONDITIONS APPEARING ON BUYER'S PURCHASE ORDER ("PO") OR OTHER BUYER FORM(S).					
By Client:		Date:	By Pitney Bowes:		Date:
Print Signer's Name:		_____	Print Signer's Name:		_____
Print Signer's Title:		_____	Print Signer's Title:		_____
Email:		_____	Email:		_____

PITNEY BOWES USE							
ACCOUNT SPLIT							
<u>Sales Rep's Name</u>	<u>Split</u>	<u>Rep #</u>	<u>District #</u>	<u>Sales Rep's Name</u>	<u>Split</u>	<u>Rep #</u>	<u>District #</u>

This agreement ("Agreement") is dated as of the execution date on the cover page of this Agreement ("Order") and is by and between the entity set forth on the Order ("Client") and Pitney Bowes Inc., through its Document Messaging Technologies Division ("PBI"). This Agreement sets forth the terms and conditions for the purchase of equipment manufactured by PBI or a third party ("Equipment").

1. Fees.

a. Equipment Fees. For each IntelliJet printing system and all related components itemized on Exhibit A, Client will pay the fees specified in this Agreement upon receipt of PBI's invoice.

b. Taxes. The fees do not include, and Client is responsible for paying, all charges and taxes which may be imposed or levied upon the sale, purchase, operation, value, possession or use of the Equipment, excluding taxes on or measured by PBI's net income, unless Client provides PBI with a valid tax exemption, direct pay or resale certificate.

c. Late Fees. If Client payment is not made in full on or before its due date, PBI may impose a late payment administrative fee on the delinquent payment in the amount of one percent (1.5%) per month, eighteen percent (18%) per annum (or the maximum rate allowed by law, whichever is greater) until paid in full. To the extent PBI is required to enforce its rights under this Agreement, it may recover all expenses from Client, including reasonable attorneys' fees and interest to the maximum extent permitted by law.

d. Suspension of Services. PBI reserves the right to suspend any services during any period in which the Client's account under this or any other agreement with PBI (including any other division or affiliate of PBI) is more than thirty (30) days past due.

2. Equipment Maintenance. The parties agree that maintenance for the Equipment will be provided pursuant to a mutually-agreed upon On-Site Maintenance Agreement (the "Maintenance Agreement"), into which both parties acknowledge they have the authority to enter. The Maintenance Agreement effective date will be the date PBI notifies Client that installation is complete.

3. Embedded Software. PBI or third party Equipment may contain embedded software ("Embedded Software"). Client agrees that (i) PBI, its licensors and third party suppliers own the copyrights and other intellectual property in and to the Embedded Software; (ii) Client does not acquire any right, title or interest in or to the Embedded Software; (iii) Client will use the Embedded Software only with the PBI or third party Equipment in which the software resides; (iv) Client will not copy the Embedded Software, except for a reasonable number of copies for disaster recovery purposes; (v) Client will neither modify nor create derivative works of the Embedded Software; (vi) Client will neither distribute nor disclose the Embedded Software to any third party, except by transfer of the equipment on which the Embedded Software resides; and (vii) Client will not translate, de-compile, disassemble or otherwise attempt to unbundle, or reverse engineer the Embedded Software. Unless authorized by PBI, any changes made to the Embedded Software shall terminate the warranties provided herein, and PBI may at its sole discretion, terminate maintenance services under the related Maintenance Agreement for such modified Embedded Software.

4. Confidentiality.

a. During and prior to the term of this Agreement, Client and PBI may have access to Confidential Information of the other party. Confidential Information shall include information in written form, which is designated in writing as confidential and, or in the case of oral or visual disclosure, which is identified as confidential and proprietary at the time of the disclosure and confirmed in writing as such within thirty (30) days following disclosure. Confidential Information includes but is not limited to: (i) Embedded Software; (ii) this Agreement, Orders, documentation related to the Embedded Software or the current technical and user documentation for the Embedded Software ("Documentation"), and the technical support guidelines for the Embedded Software ("Support Guidelines"); (iii) customer and prospect lists, existing agreements with vendors and business partners; (iv) pricing proposals and final pricing, financial and other business information, data and plans; (v) research and development information; (vi) formulas, methods, know-how, processes, designs, performance tests, product evaluations, computer software, bug fixes, and reported problems with Embedded Software; (vii) information concerning customers and potential customers of either party; and (viii) any other information identified in writing as confidential or information that the receiving party knew or reasonably should have known was confidential.

b. Confidential Information shall be used solely for each party's performance under this Agreement and the exercise of its rights hereunder and shall not be disclosed to any third party. Each party shall take reasonable precautions, at least as great as the precautions it takes to protect its own confidential information, to maintain the Confidential Information of the other party in strict confidence. PBI may disclose Confidential Information to its Affiliates, a third party consultant or contractor assisting PBI with the performance of its obligations hereunder, provided that such third parties have agreed in writing to confidentiality provisions at least as protective of Confidential Information as the ones set forth herein.

c. Confidential Information shall not include any information that the receiving party can establish: (i) is or subsequently becomes publicly available through no act or omission of the receiving party; (ii) was in the receiving party's lawful possession prior to disclosure of such information; (iii) is subsequently disclosed to receiving party by a third party not in breach of an obligation of confidentiality; or (iv) is independently developed by the receiving party without the use or benefit of Confidential Information. Confidential Information may be disclosed under a court order or a valid subpoena, to the extent counsel for the receiving party determines in its reasonable discretion that the disclosure of such Confidential Information is reasonably required, promptly notifies the disclosing party in writing of such determination and provides an opportunity for the disclosing party to seek an appropriate protective order. In no event shall the Embedded Software be excluded from treatment as Confidential Information under this Section.

5. Non-infringement.

a. PBI shall indemnify, defend and hold Client, its officers, directors and employees harmless from all losses, damages, costs and expenses to the extent that they arise out of any claim that the Embedded Software infringe or misappropriate any copyright, trade secret, United States (or Canadian) trademark or, to the extent the Embedded Software are used as described in the Documentation, a United States (or Canadian) patent. PBI shall have control of the defense and shall defend at its expense, any indemnified claim or litigation. Client shall notify PBI promptly of any such claim and shall reasonably cooperate with PBI, upon PBI's request and at PBI's cost, to defend such claim.

b. In the event of an infringement or misappropriation claim, or upon notice of a potential claim, PBI shall have the right to (i) replace the Embedded Software with functionally equivalent software; (ii) modify such Embedded Software while retaining substantially equivalent functionality; (iii) procure at no cost to Client the right to continue to use such Embedded Software; or (iv) if the foregoing is not commercially reasonable, direct Client to terminate use of such Embedded Software. If PBI directs Client to terminate use of such Embedded Software (or a permanent injunction is issued against such use), Client's remedies, in addition to the indemnification set out herein, shall be limited to the right to terminate the applicable Order.

c. PBI shall have no obligation to indemnify Client under this Section based upon Client's (i) unauthorized modification of the Embedded Software; (ii) combination, operation or use of the Embedded Software with non-PBI software products if such claim of infringement or misappropriation would have been avoided had such combination, operation or use not occurred; (iii) use of other than the most current release of the Embedded Software if such infringement or misappropriation claim could have been avoided had such combination, operation or use not occurred; or (iv) use of other than the most current release of the Embedded Software if such claim of infringement or misappropriation could have been avoided by Client's use of such current release of the Embedded Software, provided PBI delivered such superseding version to Client and notified Client in writing of the need to use such version.

6. Limited Warranties.

a. Client Warranties. Client represents and warrants that: (i) it is financially solvent and is able to pay for the Equipment and maintenance services contemplated by this Agreement; and (ii) it is using the Equipment for business and commercial purposes and not for personal, family or household use.

b. PBI Equipment Limited Warranties. Except as explained further below, PBI warrants to Client that Equipment will be free from manufacturing defects in material and workmanship ("Manufacturing Defect(s)") and that it will perform according to PBI's published specifications for ninety (90) days from the date of delivery ("Warranty Period"). If PBI installs the Equipment, the Warranty Period will run for ninety (90) days from fifteen (15) days after the date of delivery (for a total of one hundred and five (105) days from date of delivery), or for ninety (90) days from the completion date of PBI's on-site testing and assembly, whichever occurs first.

(i) Warranty Exclusions. PBI does not assume a warranty obligation for consumable parts or supplies such as print heads and ink or for parts worn out due to extraordinary use of the Equipment or use inconsistent with manufacturer's published specifications. This warranty excludes: (a) preventative maintenance, routine service and normal wear and tear; (b) Equipment serviced, repaired or refurbished by persons not certified by PBI to perform such service and repair; (c) damage caused by accident, abuse, misuse (including damage resulting from use of non-approved consumables or other third party non-approved products); (d) damage to Equipment caused by not using procedures authorized by PBI, including relocation of Equipment without the use of approved procedures or failure to perform maintenance as defined in PBI published specifications; (e)

damage caused by integrating Equipment with products or processing equipment of companies other than PBI or its wholly-owned subsidiaries; (f) third party hardware unless such hardware was provided by PB for use with this Equipment; (g) loss or interruption of electric power (h) failure to have a qualified operator operate the Equipment ("Qualified Operator" is defined as a press operator who has successfully completed the PBI-approved training), (i) contamination of the ink supply due to improper handling of the ink or ink system; or (j) taxes, tariffs, and duties associated with the importing or exporting of warranty and non-warranty parts. For this warranty to be valid, Client must operate the Equipment in accordance with PBI's published specifications including, without limitation, under suitable temperature, humidity, line voltage, and any other PBI specified environmental conditions and only if Client uses reasonable care in handling, operating, and maintaining the Equipment and uses the Equipment only for the purpose for which it was designed.

(iii) **In the event of a breach of warranty, Client's sole and exclusive remedy shall be at PBI's option, the repair of the specific Equipment. Client shall not be entitled to any further remedies or damages.**

c. **Services Limited Warranty.** PBI warrants that any services provided pursuant to this Agreement shall be performed in a professional and workmanlike manner.

d. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, PBI DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES FOR EQUIPMENT, SERVICE AND SOFTWARE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AUTHORIZED REPRESENTATIVE OR PB EMPLOYEE, AGENT OR DEALER IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THIS WARRANTY. CLIENT SHALL NOT BE ENTITLED TO A REFUND OF THE PURCHASE PRICE FOR ANY REASON. Transfer of any warranty is available only with prior approval from PBI.

7. **Limitation of Liability.**

a. **PBI'S TOTAL LIABILITY RELATING TO THIS AGREEMENT FOR ANY CLAIM OF ANY KIND IS LIMITED TO THE FEES PAID BY CLIENT TO PBI UNDER THIS ORDER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; HOWEVER, PBI SHALL HAVE NO LIABILITY FOR ANY DAMAGE CLIENT MAY INCUR THROUGH ITS NEGLIGENT ACTS OR OMISSIONS OR ITS MISUSE OF THE EQUIPMENT.**

b. **PBI AND ITS THIRD PARTY PROVIDERS OF EQUIPMENT SHALL NOT IN ANY EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND RELATED TO THIS AGREEMENT, INCLUDING LOST PROFITS, DATA OR GOODWILL, EVEN IF PBI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

c. **PBI AND CLIENT AGREE THAT THESE TERMS DEFINE A MUTUALLY AGREED-UPON ALLOCATION OF RISK AND THE FEES PAID FOR THE PBI EQUIPMENT REFLECT THAT ALLOCATION OF RISK.**

8. **Support Services.** When PBI provide services such as installation, 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 Equipment, unless otherwise specified in the Order. Notwithstanding anything to the contrary herein, Client's obligation to pay for Support Services is a binding obligation and will survive any termination of this Agreement for whatever reason.

9. **Leases.** Additional terms and conditions apply to leases of Equipment which will be subject to a separate agreement.

10. **Delivery; Installation; Title; Risk of Loss; Binding Order.**

a. **Delivery.** Except as otherwise set forth in the Order, Client shall pay all costs for transporting the Equipment to the location designated in the Order. Commercially reasonable efforts will be made to deliver the Equipment on the delivery date set forth in the Order, but neither PBI nor third party manufacturers can guarantee a specific date.

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

c. **Title; Risk of Loss.** Title to the Equipment and the Embedded Software shall pass to Client when PBI receives payment therefor. Risk of loss to the Equipment and any Embedded Software shall pass to Client upon delivery to the location set forth in the Order.

d. **Binding Order.** The Order is binding on the date the Client signs it. If Client cancels the Order, Client will pay all costs incurred by PBI up to the date of cancellation, which may include the full system price. If Client has made a deposit, PBI may retain the portion of such deposit necessary to

recoup its nonrecoverable costs. If Client delays delivery of the Equipment beyond the date agreed in the Order and PBI incurs costs to hold or delay shipment of Equipment, Client will reimburse PBI for all such costs.

11. **Security Interest.** Client hereby grants PBI a purchase money security interest in the Equipment and in any and all replacements and substitutions therefor, as well as in any proceeds from the sale of such Equipment, for the purpose of securing payment of any balance due hereunder. PBI has the right to recover the Equipment if Client has not paid for it. PBI may file a copy of this Agreement as a financing statement with the appropriate state authorities.

12. **Force Majeure.** Neither party shall be held responsible or incur any liability for any delay or failure to perform any part of the this Agreement if such delay or failure results from causes beyond its control, including, but not limited to, fire, flood, explosion, acts of terrorism, war, labor disputes, embargo, civil or military authority, natural disaster, judicial or governmental action or requirement, or acts of God.

13. **Assignment.** Neither party may assign this Agreement or Order including by operation of law without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Any attempted assignment without consent shall be without force and effect.

14. **Export Laws.** Client agrees: (i) to comply with all applicable U.S. export control laws and regulations; (ii) that all products and technologies received hereunder shall only be exported, re-exported or transferred, directly or indirectly, in accordance with these laws and regulations; (iii) that it will not export, re-export, or transfer, directly or indirectly, any products and technologies received hereunder to any destination or to any person if this would be prohibited, in whole or in part, by any U.S. law or regulation or would otherwise be prohibited by any U.S. Government entity or agency; and (iv) to immediately notify PBI in writing if it or one of its affiliates is or becomes listed in any Denied Parties List or if its export privileges or the export privileges of any of its affiliates are otherwise denied, suspended or revoked, in whole or in part, by any U.S. Government entity or agency.

15. **Notices.** Any notice, consent or approval required to be given to the other party pursuant to this Agreement shall be in writing and (i) mailed by certified or registered mail, return receipt requested, (ii) delivered by a national overnight express service, or (iii) sent by email. Notices to Client shall be sent to the attention of Pat Doyle, at 300 Richards Run, Burlington, NJ 08016, with a copy to Bob Mazzaglia, Technical Program Manager at 300 Richards Run, Burlington, NJ 08016. Notices to PBI shall be sent to Pitney Bowes Inc., President, Document Messaging Technologies, 37 Executive Drive, Danbury, CT 06810, with a copy to, Pitney Bowes Inc., Deputy General Counsel, 3001 Summer Street, Stamford, CT 06926. Either party may from time to time give notice of some other address(es) to which notices, consents and approvals shall be sent, in which event notices, consents and approvals to such party subsequently shall be sent to such address(es).

16. **Entire Agreement.** This Agreement, including the Order and all exhibits attached hereto, together with the Pitney Bowes IntelliJet Maintenance Agreement and the Pitney Bowes Production Print Supply Agreement shall be the total and complete agreement between the parties hereto on the subject matter(s) hereof, and shall not be modified or amended except by a writing signed by all parties. PBI does not accept and shall not be subject to any terms and conditions in Client's purchase order, acknowledgement, or any other form, and any such provisions shall be deemed rejected.

17. **Waiver; Severability; Survival; Governing Law.** No waiver of any breach of any provision of this Agreement by any party or the failure of any party to insist on exact performance shall constitute a waiver of any other breach of performance of the same or any other provision hereof. If any provision of this Agreement shall be or become invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the remaining provisions of this Agreement. The provisions of this Agreement which by their meaning and effect are meant to survive the termination or expiration of this Agreement, shall so survive. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Connecticut without regard to its conflicts of laws principles.

18. **Order of Precedence.** In the event of any conflict or inconsistency between this Agreement and the provisions contained in the Maintenance Agreement, the provisions of this Agreement will take precedence.

19. **Dispute Resolution Procedure.** If a dispute related to this Agreement arises, the respective parties' project managers shall meet as often as shall reasonably be required to resolve such dispute. Written minutes of such meeting(s) shall be kept; however such written minutes may not be used by either party in any subsequent litigation involving the Agreement, including

but not limited to litigation between the parties. If the parties' project managers are unable to resolve the dispute within ten (10) business days after their initial meeting, then the dispute shall be submitted to review by senior executives within PBI and Client. Both parties agree to negotiate in good faith to resolve any such dispute. However, if no mutually acceptable resolution is evidenced in writing within thirty (30) days after the senior executive officers' initial meeting (or substantive telephone discussion in lieu of a meeting), then either party may resort to whatever other remedies it may have under this Agreement.

20. **Survival.** The terms and conditions of Sections 4, 5, 6, 7, 15 - 18, and this Section 20 shall survive termination of this Agreement.

EXHIBIT A to the IntelliJet Sales and License Agreement

Item Number	System Description	System Quantity	Total

Total without tax

\$