



PITNEY BOWES INTELLIJET MAINTENANCE AGREEMENT

This Pitney Bowes IntelliJet Maintenance Agreement (this "Agreement" or "EMA") is made and entered into as of the _____ day of _____, 2015, by and between Pitney Bowes Inc., through its Document Messaging Technologies Division ("Pitney Bowes" or "PB"), having a place of business at 37 Executive Drive, Danbury, Connecticut 06810-4148, and _____ ("Client" or "_____"), having a place of business at 300 Richards Run, Burlington, NJ 08016, parties also entered into the IntelliJet Sales and License Agreement, dated _____, 2015 (the "IntelliJet Agreement").

1. SCOPE AND TERM OF AGREEMENT

1.1 This Agreement is for maintenance of the products described in Schedule A (the "Products"), together with any and all additions, replacements, successors, substitutions and other versions of the Products pursuant to Sections 2.7 and Schedule C hereof, utilizing on-site personnel as further set forth in Schedule A.

1.2 This Agreement shall be effective and on-site maintenance shall begin as of the date PBI notifies Client that Product installation is complete, as further described in Schedule A ("Service Date") and shall continue for an initial term of one (1) year. Thereafter, this Agreement shall renew automatically for successive one (1) year terms. After the initial term, Client may terminate this Agreement upon at least one hundred eighty (180) days' written notice to the other prior to the end of the then-current term. In the event Client elects to terminate this Agreement without cause prior to the end of the year in the then-current term, no pro-rata refund will be provided for such year, even if any prepaid hours of service have not yet been performed by Pitney Bowes. Pitney Bowes reserves its right to terminate this Agreement upon sixty (60) days written notice to Client.

1.3 Pitney Bowes reserves the right to suspend any services it provides hereunder, including but not limited to those in Schedule C, during any period in which undisputed amounts owed by Client are more than thirty (30) days past due, after Pitney Bowes provides written notice of such delinquency to Client. Upon Client's cure of the delinquency, Pitney Bowes shall promptly resume the performance of any suspended services.

2. BASIC SERVICE SUPPORT

2.1 Pitney Bowes shall perform such maintenance services with respect to Products, including providing adequately trained and qualified Customer Service Representatives ("CSRs"), as described in Schedule B hereto. Actual CSR work hours, subject to the terms stated herein, will be as described in Schedule B hereto. Pitney Bowes and Client will use commercially reasonable efforts to maintain CSR hours on a regular schedule. Changes in CSR work hours and additional charges therefor, subject to the terms stated herein, will be mutually agreed upon in writing by Pitney Bowes and Client ten (10) working days prior to implementation.

2.2 Maintenance activities will include remedial maintenance and preventative maintenance necessitated by normal usage. Remedial maintenance will include replacement of parts, excluding consumable parts, and machine enhancements. Parts provided hereunder shall be new or equivalent to new, including refurbished parts.

2.3 Preventative maintenance on Products will be as suggested and/or recommended from time to time by the manufacturer and include inspecting, cleaning and periodically lubricating various components as well as replacing any worn parts. Pitney Bowes shall inform Client of the timing and nature of preventative maintenance required and Pitney Bowes and Client shall mutually agree on the scheduled time for CSRs to perform the preventative maintenance. Pitney Bowes shall use commercially reasonable efforts to conduct preventative maintenance as scheduled with Client. Client shall make the Products available to Pitney Bowes for preventative maintenance as scheduled.

2.4 Software and firmware maintenance for embedded software shall be provided by Pitney Bowes under this Agreement as set forth in Schedule C. PBI or third party Equipment may contain embedded software ("Embedded Software"). Embedded Software maintenance shall include fixes and all enhancements, modifications, new versions, updates, upgrades and new releases to the Embedded Software which may be developed by Pitney



Bowes from time to time to maintain the Products.

2.5 Notwithstanding anything in this Agreement to the contrary, Pitney Bowes will not be responsible: (i) for maintaining any Products that Client has failed to operate under suitable temperature, humidity, line voltage, or any specified environmental conditions, (ii) if reasonable care is not used in handling, operating, and maintaining the Product by Client; (iii) if the Product is not used in accordance with Pitney Bowes' published specifications attached to the IntelliJet Agreement and other appropriate sales and license agreements and for the ordinary purpose for which it is designed; (iv) if the inability of any Product to perform is due to any act or failure to act on the part of Client, including without limitation, any unauthorized or unapproved alteration of or adding components to any Product (including damage resulting from use of non-approved consumables or other third party non-approved products); (v) operators not certified by Pitney Bowes in the use of the Product; (vi) use of the Product in a manner not intended; (vii) use of the Product to process applications not previously approved in writing by Pitney Bowes; or (viii) use of damaged materials, such as paper. If Pitney Bowes performs repairs or maintenance as a result of any of the foregoing, the Client shall pay Pitney Bowes at Pitney Bowes' normal rates in effect at such time. Client shall promptly notify Pitney Bowes of any unauthorized alteration of or addition to the Product that occurred after Client accepted the Product. Pitney Bowes will not be required to maintain Products that have become obsolete, either due to age, discontinuance of Product's manufacture or irreparability. Pitney Bowes shall make recommendations to Client regarding the replacement or refurbishment of such obsolete Products.

2.6 Service outside of the contracted hours or beyond what is described in Schedule B will be provided at Pitney Bowes' rates in effect at such time.

2.7 Obsolescence. From time to time, Pitney Bowes may provide written notice to Client of its election, in its sole discretion, to terminate support for certain hardware, software, servers and/or databases due to obsolescence, end of life or a third party manufacturer's election to discontinue certain servers, platforms and/or software (collectively, "Obsolescence"). Client will be provided a pro-rata refund for any amounts prepaid for maintenance for the obsolete hardware, software, servers and/or databases, provided with an option to replace the obsolete hardware, software, servers and/or databases, which replacements meet or exceed Client's original system requirements, provided however, additional costs, including by not limited to installation and support fees associated with the new solution may apply.

Parts and/or assemblies for the obsolete products described above or for products not sold as new will be provided only if available.

2.8 Non-solicitation. Client agrees that during the term of this Agreement and for a period of six (6) months after the termination of this Agreement, it will not hire or solicit for employment any employee with whom it has had contact in connection with the performance of this Agreement, provided, however, that the foregoing provision shall not prevent Client from (a) employing any such employee where the first contact between it and the employee with regard to employment is made by the employee on his or her own initiative without any direct or indirect solicitation by or encouragement from Client (b) placing any public advertisement or general solicitation that is not targeted at any such employee specifically or employees of Document Messaging Technologies generally (a "General Solicitation") or (c) hiring any such employee where the first contact between Client and the employee with regard to employment is made by the employee on his or her own initiative in response to a General Solicitation and without any other direct or indirect solicitation or encouragement from Client. The provisions of this Section 2.8 shall survive termination of this Agreement as necessary to effect its purpose.

3. MAINTENANCE CHARGES AND PAYMENTS

3.1 Commencing on the Service Date, Client shall pay to Pitney Bowes the maintenance charges described in Schedule B. Pricing for maintenance will be as detailed in Schedule B for the initial one (1) year period of this Agreement. Pitney Bowes shall notify Client in writing not less than sixty (60) days prior to the end of the annual period of any price increase for maintenance after the initial term. Within thirty (30) days after its receipt of such notice, Client may terminate this Agreement by delivering to Pitney Bowes written notice of its desire to terminate, which notice must include the Client account number and be sent to Pitney Bowes, by certified mail, return receipt requested. Any such termination by Client shall be effective ten (10) business days after Pitney Bowes' receipt of the notice of termination. If no such notice is received the Agreement shall continue at the rates contained in the



notice sent to Client. In the event Client notifies Pitney Bowes that it desires to have additional Products covered under this Agreement, modifications to this Agreement will be made by mutual written agreement.

3.2 Pitney Bowes will invoice Client for maintenance charges in advance (or for any *pro rata* portion thereof) as of the Service Date and quarterly thereafter. Such invoices are due thirty (30) days after the date of the invoice. If Client payment is not made in full on or before its due date, Client will pay Pitney Bowes a late payment administrative fee on the delinquent payments in the amount of 1.5% per month, or 18% annually (or the maximum rate allowed by law, whichever is less) until paid in full. For each dishonored or returned payment, Client will pay Pitney Bowes the applicable returned item fee. In the event that charges due and owing have not been paid by Client and Pitney Bowes brings an action to collect such charges, Client shall pay Pitney Bowes for all costs and fees (including reasonable attorneys' fees) incurred in the collection of any unpaid amount.

3.3 For Products added after the Service Date, Pitney Bowes will invoice Client for monthly maintenance charges on a *pro rata* basis. Extended hours of coverage (as described in Section 5 below) will also be invoiced by Pitney Bowes on a monthly basis.

4. MAINTENANCE FACILITIES AND SPARE PARTS

4.1 Client shall provide, at no charge to Pitney Bowes, adequate, lockable storage space for maintenance equipment, spare parts, and working space at the Client site where the Products are located. Client shall not have access to such storage space and shall not remove any Pitney Bowes item therefrom. Pitney Bowes shall maintain spare parts and testing equipment at Client's site as it deems necessary to perform maintenance services. All right, title and interest in and to such spare parts (until incorporated into Client's equipment), testing and maintenance equipment and all tools shall remain with Pitney Bowes, and such parts, equipment and/or tools may be removed or maintained by Pitney Bowes at its discretion.

4.2 Client hereby agrees that it shall maintain a Suitable Environment (as defined below) in which the Products shall be maintained and the CSRs shall operate. For the purposes of this Agreement, "Suitable Environment" means a working area, including the space in which the Products are operated and serviced by the CSRs, any related offices, break rooms, restrooms or other locations to be utilized by the CSRs under this Agreement, which (i) complies with the Occupational Safety and Health Act ("OSHA") and any related statutes, rules and regulations in all respects, (ii) is designed to minimize the effects of Product and other occupational safety and health stressors such as noise, chemical, biological, radiation, or other recognizable hazards on CSRs, (iii) is constructed and maintained in accordance with applicable fire and building code requirements, and (iv) does not otherwise present a material health or safety risk to the CSRs. In the event that Pitney Bowes concludes, after conference with the relevant CSRs and Client, or after inspections of the work area under normal operating conditions by Pitney Bowes personnel or their safety and health designees, either of which shall be performed in Pitney Bowes' sole discretion, that Client has not maintained a Suitable Environment, Pitney Bowes shall have the right, in its sole discretion to (A) temporarily remove any and all CSR's without penalty or delay in payment, until Client has remedied the unsuitable conditions or (B) terminate this Agreement without penalty if such non-complying conditions are not remedied by Client within sixty (60) days of Pitney Bowes' notice to Client of the existence of the unsuitable conditions.

5. EXTENDED HOURS OF COVERAGE

Client may, upon not less than ten (10) days' prior written notice, request Pitney Bowes to extend the hours during which maintenance services are available for equipment beyond the agreed maintenance hours ("Extended Hours of Coverage"). If Pitney Bowes agrees to provide Extended Hours of Coverage, Client will pay additional charges as may be agreed by the parties in writing.

6. OUTAGES.

6.1 The appropriate CSR will promptly respond to any request for service received from Client's operators during the agreed maintenance hours and record the service call in the Pitney Bowes service management system via a handheld device for any Outage (as defined below) of fifteen (15) minutes duration or longer. The Outage period will begin to run from the time the CSR receives proper notification thereof. For the purposes of this Agreement,

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“Outage” means a complete cessation of the Product’s ability to perform its prescribed Applications due to software, hardware or mechanical failure. See Schedule D, attached, for the Pitney Bowes Onsite and Oncall Support and Internal Escalation Process.

7. TERMS AND CONDITIONS

7.1 Taxes. Client shall pay all federal, state and local sales, use, property and excise taxes imposed on or with respect to this Agreement or the services provided hereunder.

7.2 Indemnification.

(a) Pitney Bowes shall indemnify and defend Client and its officers, directors, and employees (collectively referred to in this Section as “Client”), against any and all liabilities, claims, damages, costs, and expenses (including reasonable attorneys’ fees) of third parties resulting from bodily injury or death to any person or tangible property damage, to the extent that such damage is caused by Pitney Bowes’ gross negligence or willful misconduct in its performance of services while on Client’s business premises.

(b) In the event that Client becomes aware of any claim alleging bodily injury or death or tangible property damage as described above, Client shall promptly notify Pitney Bowes. Pitney Bowes shall have the right and option in the first instance, through counsel of its own choosing and its own expense, to deal with, defend, settle or compromise any such claim. If Pitney Bowes does not promptly appoint counsel to deal with, defend, settle or compromise any such claim after receiving notice thereof, Client may then deal with, defend, settle or compromise such claim through counsel of its own choosing at the expense of Pitney Bowes. In such event, (1) Client shall be permitted to control the defense of such claim and shall keep Pitney Bowes advised with respect to the conduct of such defense, settlement or compromise; (2) any settlement or compromise shall be for the account of Pitney Bowes; and (3) no settlement or compromise shall be made without the prior written consent of Pitney Bowes, which consent shall not be unreasonably withheld. .

7.3 Default. If a material breach by either party of any of its obligations or responsibilities under this Agreement is not cured within thirty (30) days after the other party notifies the breaching party thereof in writing, the non-breaching party may by written notice to the breaching party terminate this Agreement.

7.4 Warranties.

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

7.5 Limitation of Liability.

PITNEY BOWES’ TOTAL LIABILITY FOR ANY COST, LOSS, DAMAGE OR OTHER POTENTIAL OR ACTUAL EXPENSES ARISING DIRECTLY OUT OF THE EXECUTION, PERFORMANCE OR SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE PAYMENTS MADE BY CLIENT TO PITNEY BOWES HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM. REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, PITNEY BOWES SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF PITNEY BOWES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.6 Force Majeure. Neither party shall be held responsible or incur any liability for any delay or failure to perform any part of this Agreement if such delay or failure results from causes beyond its control, including, but not limited to, fire, flood, explosion, acts war, , or terrorists, labor disputes, embargo, civil or military authority, natural disaster, judicial or governmental action or requirement or acts of God, delays in transportation or delivery, or inability of suppliers to deliver. If a force majeure event occurs, the nonperforming party will be excused from such delay or failure to perform its obligation(s) so affected for as long as such circumstances prevail and such party continues to use commercially reasonable efforts to re-commence performance or observance whenever and to whatever extent possible without delay.

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7.7 Independent Contractor Relationship. Services by Pitney Bowes' employees, or persons under contract to Pitney Bowes, shall be performed hereunder as independent contractors of Client, and no such employees or persons doing such work or subcontractors shall be considered employees of Client.

7.8 Complete Agreement. This Agreement, along with the Schedules attached hereto, together with the IntelliJet Agreement and the Pitney Bowes Production Print Supply Agreement shall be the total and complete understanding of the parties as to the subject matter of this Agreement, superseding all prior negotiations and discussions between the parties and this Agreement cannot be modified, waived or amended except as agreed to in writing by both parties.

7.9 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 Pitney Bowes 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.

7.10 Miscellaneous

(a) This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereof. Neither party may assign this Agreement 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.

(b) 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.

(c) Failure to enforce any rights hereunder or under law, irrespective of the length of time for which said failure continues, shall not constitute a waiver of those or any other rights.

(d) Captions used herein are for the convenience of the parties and shall not be used in construing the meaning of this Agreement.

(e) If any of the provisions of this Agreement shall be invalid or unenforceable, such provision(s) shall not render the entire Agreement unenforceable or invalid but rather this Agreement shall be read and construed as if the invalid or unenforceable provision(s) are not contained therein, and the rights and obligations of the parties shall be construed and enforced accordingly.

(f) The terms and conditions of Sections 3, 7 and 8 of this Agreement shall survive the termination of this Agreement.

(g) This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and together they shall constitute one and the same instrument.

(h) To the extent either party is required to enforce its rights under this Agreement, it may recover all reasonable expenses, including reasonable attorneys' fees and interest to the maximum extent permitted by law.

(i) In the event of any conflict or inconsistency between this Agreement and the provisions contained in the IntelliJet Agreement, the provisions of the IntelliJet Agreement will take precedence.

8. NOTIFICATIONS

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

Notices or communications to Pitney Bowes shall be sent to the attention of the President, Document Messaging Technologies, 37 Executive Drive, Danbury, CT 06810, with a copy to Deputy General Counsel at Pitney Bowes Inc., 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).

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement on behalf of the parties as of the date first above written.

Pitney Bowes Inc., through its
Document Messaging Technologies division

CLIENT

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signer's email: _____

Signer's email: _____



SCHEDULE A

Products Model and Serial Number:

Item Number	System Description	System Quantity

Location:

Service Date: Begins on the date
PBI notifies Customer that
Product installation is complete –
for a term of one year thereafter.

PB EMBEDDED SOFTWARE: The IntelliJet Embedded Software (as defined in the IntelliJet Agreement).



SCHEDULE B

PRICING

IntelliJet On-Site Service:

- The maintenance fee for the Products is \$_____ per month.

COVERAGE HOURS

The annual maintenance fee covers on-site personnel and all maintenance, preventative maintenance, and replacement parts (excluding consumable parts, which will be purchased under a Pitney Bowes Production Print Supply Agreement) for such year. The hours of coverage will be 5 days a week, 8 hours per day.

PITNEY BOWES OBSERVED HOLIDAYS

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

SCHEDULE C

SOFTWARE MAINTENANCE SCHEDULE

1. SCOPE AND TERM OF SCHEDULE

1.1 This Schedule C relates to maintenance for Pitney Bowes embedded software and software distributed under license by Pitney Bowes in conjunction with Pitney Bowes embedded software (collectively, the "PB Embedded Software"). By executing this Pitney Bowes IntelliJet Maintenance Agreement ("EMA"), Pitney Bowes agrees to provide to Client and Client hereby subscribes to Software Maintenance Services ("SMS") for the PB Embedded Software subject to the following additional terms and conditions:

1.2 The term of this Schedule for SMS shall be the same as the EMA between Client and Pitney Bowes. Termination of the EMA shall automatically terminate this Schedule without further action by either party. The services provided herein will be included in the on-site EMA fees detailed in Schedule B.

1.1 Notwithstanding anything contained herein to the contrary, Pitney Bowes may terminate this Schedule upon one (1) business day's written notice to Client if Client breaches the payment provision of the EMA, and such breach is not cured within ten (10) business days after receipt of written notice from Pitney Bowes.

2. SOFTWARE MAINTENANCE SUPPORT

2.1 Software Maintenance. Software maintenance shall consist of the distribution by Pitney Bowes to Client of fixes made from time to time to the PB Embedded Software ("Fixes").

2.2 Fixes. As available, Fixes to the PB Embedded Software shall include all or part of the following:

- Fixes to previously reported "bugs" to the PB Embedded Software
- Technical improvements to the PB Embedded Software

2.3 Client shall be advised of required Fixes made to the PB Embedded Software during the term of this Schedule. Fixes shall be made available to Client for implementation by Client or Pitney Bowes using the method mutually agreed by the parties.

2.4 Upgrades and Version Releases. Upgrades and version releases to the PB Embedded Software may be issued periodically by Pitney Bowes, shall consist of additional and enhanced functions, and may be installed at Client's option. Upgrades incorporate substantial functional and technical capability not provided in the last Version Release (as defined below) but deemed required prior to the next Version Release ("Upgrade(s)"). Version Releases incorporate all of the Upgrades; including functionality changes, and Fixes which have been issued since the previous release ("Version Release"). Installation of an Upgrade or Version Release to PB Embedded Software that has been modified by Pitney Bowes at Client's request ("Modified PB Embedded Software") may require additional modification, for which there will be an additional mutually agreed charge. All Version Releases, Upgrades, and Fixes provided under this Schedule shall be subject to the terms and conditions of the applicable agreement pursuant to which the original PB Embedded Software was licensed.

2.5 Except as otherwise agreed by the parties, Pitney Bowes is not responsible for maintaining Client software and/or hardware that communicates or operates with the PB Embedded Software.

2.6 Notwithstanding anything in this Schedule to the contrary, Pitney Bowes will not be responsible under this Schedule: (i) for maintaining any PB Embedded Software that Client has failed to operate properly on the approved platform; (ii) if the PB Embedded Software is not used in accordance with the

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agreed applications and for the ordinary purpose for which they are designed; (iii) if the inability of any PB Embedded Software to perform is due to any act or failure to act on the part of Client, including without limitation, any alteration of or adding components to any PB Embedded Software or failure to install Fixes, updates, Upgrades or Version Releases; (iv) unqualified operators' use of the PB Embedded Software; (v) use of the PB Embedded Software in a manner not intended; (vi) use of the PB Embedded Software to process applications not previously approved in writing by Pitney Bowes; (vii) if the PB Embedded Software have been operated with other media, not meeting or not maintained in accordance with the manufacturer's specifications; or (viii) where Client's service issue results from a problem other than from the PB Embedded Software. If Pitney Bowes performs any SMS as a result of any of the foregoing, the Client shall pay Pitney Bowes at Pitney Bowes' normal rates in effect at such time. Pitney Bowes is not responsible for maintaining software and/or hardware that communicates or operates with the PB Embedded Software, and Client hereby agrees to indemnify and hold harmless Pitney Bowes in the event that any such communicating or operating software or hardware causes loss or damage to the PB Embedded Software or related equipment. Client shall promptly notify Pitney Bowes of any unauthorized alteration of or addition to the PB Embedded Software that occurred after Client accepted the PB Embedded Software.

2.7 If Client upgrades to a new release, i.e., major enhancements and/or new functionality of the programs licensed by Pitney Bowes, the SMS provided hereunder may be transferred to the new release at the then current subscription fee for the new release less credit for fees previously paid hereunder.

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SCHEDULE D

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PB Service Onsite and On-call Support and Internal Escalation Process

