



Pitney Bowes Production Print Supply Agreement

This Pitney Bowes Production Print Supply Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2015 by and between Pitney Bowes Inc., through its Document Messaging Technologies Division, having a place of business at 37 Executive Drive, Danbury, CT 06810 ("Pitney Bowes" or "PBI"), and _____ having a place of business at _____ ("Client"), each one a party to this Agreement. The 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 supplies for the product described in Schedule A (the "Product"). The consumable supplies available for the Product are described in Schedule B (the "Supplies").

1.2 (a) This Agreement shall be effective as of _____, 2015 ("Effective Date") and shall continue for a period of one (1) year. "Initial Contract Term" shall mean the one (1) year period commencing on the Effective Date. "Subsequent Contract Terms" shall mean the subsequent one (1) year periods commencing on the anniversary date of the Initial Contract Term.

(b) This Agreement shall remain in effect for the Initial Contract Term. Thereafter, the Agreement shall be renewed automatically for Subsequent Contract Terms unless a party provides written notice of its intention not to renew at least ninety (90) days prior to the expiration of the then current term.

2. SUPPLIES PRICING, PURCHASE AND SALE

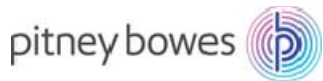
2.1 During the Initial Contract Term and any Subsequent Contract Term of this Agreement, Pitney Bowes will provide Supplies for the Product identified in Schedule A, according to the Supplies pricing listed in Schedule B.

2.2 Commencing on the Effective Date, Client shall pay to Pitney Bowes the charges for any Supplies ordered, as described in Schedule B. Supplies pricing will be reviewed on an annual basis and Pitney Bowes shall notify Client of any price increases not less than sixty (60) days prior to the end of the Initial Contract Term or any Subsequent Contract Term. Upon receipt of such notice, Client shall have thirty (30) days to reject such increase. If such increase is rejected, the parties shall 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 Pitney Bowes is still providing Supplies to Client, Client will be responsible for paying any fees to Pitney Bowes at the new price until resolution is achieved. In the event Client notifies Pitney Bowes that it desires to purchase additional Supplies under this Agreement, adjustments will be made by mutual agreement.

2.3 Pitney Bowes will invoice Client for any Supplies ordered on a monthly basis, and payment will be due thirty (30) days after the invoice date. 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 (18% per year or the maximum rate allowed by law, whichever is less) from the date such payment is due until paid in full. In the event that charges due and owing have not been paid by Client, Client shall pay Pitney Bowes for costs and fees (including reasonable attorneys' fees) incurred in the collection of any unpaid amount.

2.4 Software and firmware maintenance and parts are not provided by Pitney Bowes under this Agreement, but must be obtained by Client under a separate Pitney Bowes IntelliJet Maintenance Agreement.

2.5 Client's initial Supplies order is provided as part of its purchases under the IntelliJet Agreement. Within two (2) weeks of execution of its IntelliJet Agreement, Client agrees to place an order for additional Supplies pursuant to this Agreement. Pitney Bowes and Client will develop a supply chain forecasting model that delivers Supplies to the Client on a monthly basis with an established monthly run rate for Supplies. Client's Supplies inventory will be reviewed during a monthly phone call between Client and its IntelliJet procurement account manager. Any adjustments to Client's Supplies inventory will be identified and implemented on the monthly phone call. Supplies delivery lead times are based on a three (3) month rolling forecast model. If Client needs additional Supplies at any other time, Client agrees to call its IntelliJet procurement account manager to order additional Supplies. Client understands and agrees that up to ninety (90) days' lead time may be needed to secure additional unforecasted Supplies.



2.6. Client understands that the Supplies provided under this Agreement are the only approved supplies for the Product, and that use of any non-approved consumables or other third party products may result in damage to the Product.

3. FREIGHT AND RECYCLING

3.1 Standard freight is included in the Supplies pricing on Schedule B. Requests for expedited shipping, if available, will incur an additional charge. Title and risk of loss for Supplies will pass to Client upon delivery to Client's site.

3.2 Client understands and agrees that is responsible for disposal of empty ink containers in accordance with environmental regulations and applicable law. Client understands and agrees that used print heads are recyclable and must be returned to Pitney Bowes. Under no circumstances will Client dispose of used print heads.

4. TERMS AND CONDITIONS

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

4.2 No Implied Warranties

PITNEY BOWES DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.3 Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES. WITHOUT LIMITING THE FOREGOING, PITNEY BOWES' LIABILITY FOR DIRECT DAMAGES ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, IN TORT OR WARRANTY, OR OTHERWISE SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT FOR SUPPLIES HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENTS GIVING RISE TO A CLAIM FOR DAMAGES.

4.4 Delays in Performance

Neither party shall be liable for any delays in performance hereunder due to unforeseen circumstances beyond its control, including, but not limited to, acts of nature, acts of governments, labor disputes, delays in transportation, and delays in delivery or inability of suppliers to deliver.

4.5 Independent Contractor Relationship

The performance of services by Pitney Bowes employees, or persons under contract to Pitney Bowes, shall be done as an independent contractor of Client, and no such employees or persons doing such work shall be considered employees of Client.

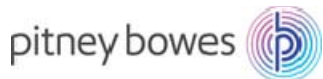
4.6 Complete Agreement

This Agreement, along with the Schedules attached hereto, the IntelliJet Agreement, and the PBI IntelliJet Maintenance 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 cannot be modified, waived or amended except as agreed to in writing by both parties.

4.7 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 any interest in this Agreement without the prior written consent of the other; any such purported assignment without such consent shall be null and void.

(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 2, 4 and 5 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.

5. NOTIFICATIONS

Any notices or other communications pursuant to this Agreement by either party shall be communicated in writing, shall be effective upon receipt and shall be personally delivered or sent via U.S. registered or certified mail, first class postage prepaid. Any notices or communications shall be sent to the parties at their addresses set forth in this Agreement unless a party otherwise notifies the other party.

Notices or communications to the Client shall be sent to the attention of _____ . Notices or communications to Pitney Bowes shall be sent to the attention of President, Document Messaging Technologies, 37 Executive Drive, Danbury, CT 06810, with a copy sent to Deputy General Counsel 3001 Summer Street, Stamford, CT 06926-0700.

Pitney Bowes Inc., through its
Document Messaging Technologies division

Client

By: _____

By: _____

Print or Type Name

Print or Type Name

Title

Title

Date

Date

Signer's email

Signer's email

SCHEDULE A
Product and Location

Item Number	System Description	System Quantity
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Location:



SCHEDULE B
Consumable Supplies Pricing/Volume Description

Pitney Bowes Inc.
IntelliJet Supplies Pricing

Ink Drums					
<u>Item Code</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Price Per Unit</u>	<u>Shipping /Handling</u>	<u>Lead Time*</u>
48A-0	IntelliJet 200L Bonding Agent Drum	One 200L Drum	\$	Included	4 Weeks
48A-1	IntelliJet 200L Black Ink Drum	One 200L Drum	\$	Included	4 Weeks
48A-2	IntelliJet 200L Cyan Ink Drum	One 200L Drum	\$	Included	4 Weeks
48A-3	IntelliJet 200L Magenta Ink Drum	One 200L Drum	\$	Included	4 Weeks
48A-4	IntelliJet 200L Yellow Ink Drum	One 200L Drum	\$	Included	4 Weeks
48C-E	IntelliJet 3L MICR Ink Container	One 3L Container	\$	Included	4 Weeks
Print heads					
<u>Item Code</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Price Per Unit</u>	<u>Shipping /Handling</u>	<u>Lead Time*</u>
48A-A	IntelliJet Bonding Agent Print head	One per Box	\$	Included	2 Weeks
48A-5	IntelliJet Black Print head	One per Box	\$	Included	2 Weeks
48A-C	IntelliJet Magenta/Cyan Print head	One Per Box	\$	Included	2 weeks
48A-8	IntelliJet Yellow Print head	One per Box	\$	Included	2 Weeks
48C-D	IntelliJet MICR Print head	One per Box	\$	Included	2 Weeks
Cleaning					
<u>Item Code</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Price Per Unit</u>	<u>Shipping /Handling</u>	<u>Lead Time*</u>
48A-B	IntelliJet 20 Web Wipe	10 per Case	\$	Included	2 Weeks

* Lead times are based on 3 month rolling forecast model to be developed between Pitney Bowes and Client.