



Engineering the flow of communication™

INTELLILINK® SUBSCRIPTION AGREEMENT

REQUESTED INSTALL DATE:

DATE PREPARED:

Pitney Bowes Inc. will furnish the undersigned customer with postage evidencing technology components ("IntelliLink® Control Center") and /or equipment (model /product code specified below), under the terms and conditions set forth below.

BILL TO:	INSTALL (if different):
CUSTOMER NAME ADDRESS CITY/ STATE/ ZIP	CUSTOMER NAME ADDRESS CITY/ STATE/ ZIP
BILL TO I.D. #	LOCATION I.D. #
CUSTOMER PHONE NUMBER:	CUSTOMER INSTALL PHONE NUMBER:
CUSTOMER CONTACT:	CUSTOMER INSTALL CONTACT:
GMS SALES REP'S NAME/SPLIT %:	TAX EXEMPT: <input type="checkbox"/> STATE <input type="checkbox"/> COUNTY <input type="checkbox"/> CITY
NAME: REP #: DIST #:	SIC CODE:
NAME: REP #: DIST #:	ACCOUNTABLE POSTAL ZIP CODE:
The minimum subscription fee amount indicated is billed annually, quarterly, or monthly in advance. If you request a change in your subscription service options, the subscription fee will be adjusted to the fee appropriate for the new subscription services selected.	
INITIAL TERM: <input type="checkbox"/> 1YR <input type="checkbox"/> 3YR <input type="checkbox"/> OTHER _____ months	CUSTOMER ELECTS TO PAY: <input type="checkbox"/> Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly
MONTHLY PROGRAM RATE: \$ _____ <input type="checkbox"/> MIN <input type="checkbox"/> MID <input type="checkbox"/> MAX <input type="checkbox"/> FLAT <input type="checkbox"/> LEASE POSTAGE BY PHONE RESET CHARGE: \$ _____ /ea. if applicable	INITIAL POSTAGE TO BE PROVIDED BY: CHECK NUMBER: _____ CHECK DATE: _____ RESERVE ACCOUNT: _____ POSTAL ADVANCE: _____
ADDITIONAL POSTAGE BY PHONE INFORMATION: POSTAGE ACCOUNT STATEMENTS WILL BE SENT TO: CUSTOMER NAME: ATTENTION OF: ADDRESS: CITY/STATE/ZIP:	USE EXISTING MASTER ACCOUNT NO: <input type="checkbox"/> YES <input type="checkbox"/> NO ACCT #: <input type="checkbox"/> MASTER POSTAGE ACCT. NO. TO BE ASSIGNED: REQUESTED DELIVERY DATE: COMMENTS: _____

	PSD / UIC	PSD PROGRAM ID.	UIC PROGRAM ID.
NEW EQUIPMENT Select one PSD – (Postal Security Device) and UIC – (User Interface combination)	<input type="checkbox"/> 1R0T / 1T00 <input type="checkbox"/> 1MG0 (OMRS) / 1T05 <input type="checkbox"/> 1RPT (Permit) / 1T04 * ART CARD REQUIRED *	<input type="checkbox"/> STANDPM <input type="checkbox"/> SYSTMPM	<input type="checkbox"/> IRENT0 <input type="checkbox"/> OTHER _____ <input type="checkbox"/> ILEASE0 <input type="checkbox"/> IRENTPM <input type="checkbox"/> OTHER _____ <input type="checkbox"/> ILEASEPM
	MODEL	SERIAL NUMBERS	COMMENTS:
METER TO BE REPLACED	_____	_____	
OTHER METERS AT SITE	_____	_____	

Acknowledgement: This Agreement consists of Pitney Bowes Intellilink® Subscription terms and conditions, equipment purchase and maintenance terms and a United States Postal Service Acknowledgement of Deposit, each of which are set forth on page 2 hereof. Your signature in the space below confirms that you have read, understand and agree to be bound by all of the terms and conditions contained herein. The individual signing this form certifies that he/she is authorized to execute this Agreement. THE TERMS SET FORTH ON PAGE 2 HEREOF TAKE PRECEDENCE OVER ANY TERMS AND CONDITIONS APPEARING ON BUYER'S PURCHASE ORDER ("PO") OR OTHER BUYER FORM (S) including, but not limited to,

Customer's PO dated _____ PO or version number _____.

SIGNED BY	PRINT NAME OF SIGNER	TITLE OF SIGNER

POSTAGE METER RENTAL AND/OR EQUIPMENT RENTAL TERMS AND CONDITIONS

1. DEFINITIONS

As used in this Agreement, the following terms mean:

"Agreement" – the Order, these terms and conditions, and any attached exhibits.

"Bank" - The Pitney Bowes Bank, Inc.

"Consumable Supplies and Parts" - ink, printheads, belts, ink rollers, sealer and moistener

brushes, bulbs, felts, sponges, and similar items.

"Equipment" - the equipment listed on the Order, excluding any IntelliLink® Control Center or postage meter.

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

"IntelliLink® Control Center" or **"Meter"** - any postage meter supplied by us, including the postal security device, the user interface or keyboard and display, and the print engine.

"IntelliLink® Subscription" – IntelliLink® Control Center (Meter) rental.

"Order" - the cover page to this Agreement.

"PBGFS" - Pitney Bowes Global Financial Services LLC.

"PMS" - Production Mail Solutions Financing.

"PBI," "We," "Our," or **"Us"** - Pitney Bowes Inc.

"You," or **"Your"** - the person identified on the Order who is renting Equipment or purchasing services.

2. EQUIPMENT RENTAL AND INTELLILINK® SUBSCRIPTION (METER RENTAL)

2.1 Fees

- We will invoice you the Equipment rental ("rental") and IntelliLink® Subscription fees listed on the Order.
- After the Initial Term, we may increase the rental and IntelliLink® Subscription fees upon 30 days' prior written notice.
- When you receive notice of an increase, you may terminate this Agreement as of the date the increase becomes effective.
- If you do not pay the fees when due or you do not comply with the Agreement, we may disable the IntelliLink® Control Center, terminate the Agreement, retake the Equipment and Meter, and collect from you all fees due for the remainder of the Initial Term, or if after the Initial Term, all fees then due, plus interest at the lesser of 18% per year or the maximum allowed by law and attorneys' fees.
- You are responsible for paying any taxes on the Equipment and services, including sales and use tax.

2.2 Postage

- To obtain postage for your Meter, you must contact our POSTAGE BY PHONE® data center.
- You may transfer funds to the Bank for deposit into a Postage By Phone® Reserve Account which you maintain at the Bank ("your Reserve Account") or you may transfer funds to the United States Postal Service ("USPS") through a lockbox bank ("Lockbox Bank").
- After the Initial Term, we may increase postage refill fees upon 30 days prior written notice.
- If you participate in any PBI, PBGFS or PMS (whichever may apply), or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your IntelliLink® Subscription fees.
- If you purchase postage through a Lockbox Bank, the USPS is responsible for refunds of unused postage and those refunds will be made in accordance with then current USPS regulations.

2.3 Terms of Use; Federal Regulations

- You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by USPS to use the Meter,

and that you comply with (i) this Agreement and (ii) all USPS regulations.

- You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- You agree to use only attachments or printing devices authorized by us.
- You agree to notify us in writing before moving the Equipment or Meter to a different location.
- Federal regulations require that we own the Meter.
- Tampering with or misusing the Meter is a violation of federal law.

2.4 Care and Risk of Loss

- You agree to take proper care of the Equipment and Meter(s).
- You assume all risk of loss or damage to the Equipment and Meter while you have possession.
- Upon ending this Agreement, you agree to deliver the Equipment and Meter to us in good condition except for normal wear.

2.5 Rate Updates and Soft-Guard® Program

- Your Meter or Equipment may require periodic rate information updates that you can obtain under our Soft-Guard® program, or you will receive individual rate updates as a separate charge.
- If you have purchased a Soft-Guard® Subscription, we will provide up to 6 rate updates during each 12 month period following the date of installation of the Equipment.
- We will provide rate updates only if required due to a postal or carrier change in rate, service, Zip Code or zone change.
- Your Soft-Guard® Subscription 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.
- If your Soft-Guard® Subscription has expired, or if you have received the maximum number of rate updates under your Soft-Guard® Subscription, you will be billed for the rate update.
- You can also renew the Soft-Guard® Subscription by contacting the Customer Care Center at 1-800-322-8000 (M-F 8:30am - 5:30pm CST), or by requesting information online under Customer Support at www.pb.com.

2.6 Repair or Replacement

- If the Equipment or Meter malfunctions or fails due to reasons other than your negligence or accident, usage which exceeds our recommendations, damage in transit, virus contamination or loss of data, misuse, external forces, loss or fluctuation of power, fire, flood, or other natural causes, service by anyone other than us, or the use of third party supplies (such as third party ink) resulting in damage to our Equipment, we will repair or replace the Equipment or Meter.
- REPAIR OR REPLACEMENT IS YOUR SOLE

REMEDY.

2.7 LIMITATION OF LIABILITY

NEITHER YOU NOR WE ARE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. WE PROVIDE NO OTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- 2.8 Collection of Information
- (a) You authorize us to access and download information from your Meter and we may disclose this information to the USPS or other 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 customers' postage usage with third parties.
- 2.8 Collection of Information
- (a) You authorize us to access and download information from your Meter and we may disclose this information to the USPS or other 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 customers' postage usage with third parties.

3. VALUE BASED SERVICES

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

3.1 Fees

- (a) Any fees charged by the USPS for any Value Based Service you purchase is 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 IntelliLink® Control Center with the USPS data system.

3.2 THE VALUE BASED SERVICES ARE PROVIDED WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE. WE ARE NOT LIABLE FOR ANY DAMAGES YOU MAY INCUR BY REASON OF YOUR USE OF THE VALUE BASED SERVICES, INCLUDING INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

- 3.3 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 of it in writing.

4. ENDING THIS AGREEMENT.

- 4.1 Your right to use the Equipment, Meter, or Value Based Services is limited in duration to the Initial Term and to any subsequent extensions of the Initial Term.
- 4.2 After the Initial Term, you or we may cancel this Agreement, in whole or in part, upon 30 days prior written notice.
- 4.3 We reserve the right to recover or disable the Meter and terminate this use at any time and for any reason.
- 4.4 After cancellation or termination of this Agreement, you must return the Equipment and Meter to us in the same condition as you received it, reasonable wear and tear excepted.

United States Postal Service

ACKNOWLEDGMENT OF DEPOSIT

U1. UNITED STATES POSTAL SERVICE ACKNOWLEDGMENT OF DEPOSIT

U1.1 By electing to lease or use computerized meter resetting system ("CMRS") meter equipment, you may transfer funds to the Bank for deposit into a Postage By Phone® Reserve Account which you maintain at the Bank, or you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on CMRS-equipped meters ("Deposit"). U1.2 After the effective date of the lease or meter rental Terms and Conditions between you and PBI, you may, from time to time, make deposits in your Reserve Account or may make Deposits in the Lockbox Bank account identified as: "United States Postal Service CMRS-PB." U1.3 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. U1.4 Any deposit made by you in your Reserve Account is subject to the Postage By Phone® Reserve Account – Terms and Conditions and Disclosure Statement governing your Reserve Account. U1.5 Any deposit made by you in the Lockbox Bank account will be credited by the USPS only for the payment of postage for CMRS equipment. U1.6 Such Deposits will be held within the Postal Service Fund at the U.S. Treasury and may be commingled with Deposits of other customers. U1.7 You shall not receive or be entitled to any interest or other income earned on such Deposits. U1.8 The USPS will provide a refund to you for remaining postage balances in CMRS equipment subject to then current USPS regulations. U1.9 The Lockbox Bank will provide a refund to you for deposits otherwise held by the USPS. U1.10 These refunds are provided in accordance with the regulations governing deposit of funds for CMRS, published in the Domestic Mail Manual or its successor. U1.11 The Lockbox Bank, which collects 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 PBI can update PBI's records. U1.12 PBI may deposit funds on your behalf. U1.13 The USPS will make no advances. Any relationship concerning advances is between you and PBI, PBGFS or PMS (whichever may apply) and/or the Bank. U1.14 You acknowledge that the terms of this arrangement may be changed, modified, or revoked by the USPS, with appropriate notice. U1.15 USPS regulations governing the deposit of funds for CMRS are published in the Domestic Mail Manual or its successor. U1.16 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. U1.17 The USPS rules, regulations, and orders prevail in the event of any conflict with any other terms and conditions applicable to any Deposit. U1.18 By engaging in any transaction through the Lockbox Bank, which will have the effect of setting postage through CMRS meter equipment, your activities concerning CMRS are subject to this USPS Acknowledgment of Deposit. ACKNOWLEDGMENT OF DEPOSIT REQUIREMENT. By signing this Agreement, you represent that you have read the Acknowledgment of Deposit Requirement and are familiar with its terms. You agree that upon execution of this Agreement with PBI, you will also be bound by all terms and conditions of the Acknowledgment of Deposit Requirement, as it may be amended from time to time.

The Pitney Bowes Bank, Inc.

PURCHASE POWER TERMS AND CONDITIONS

P1 PURCHASE POWERSM CREDIT LINE

The following terms apply if you enroll in the Purchase Power Program (the "Program"). P1.1 General. (a) You may participate in the Program by providing the information described in Section P1.9 and then ordering through the Program. (b) If you subscribe to the EasyPermitPostage® service, you may use the Purchase Power credit line to pay for permit postage and associated USPS fees. (c) The Purchase Power credit line is a product of The Pitney Bowes Bank, Inc. (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, without limitation, the fees and charges relating to: (i) transaction fees, if applicable; (ii) your failure to pay in a timely manner; (iii) your exceeding your credit line; and (iv) fees attributable to the return of any checks that you give to the Bank as payment of the Account. (c) If you have subscribed to the EasyPermitPostage® service, you agree to pay a transaction fee in respect of permit postage and associated fees financed through the Account during any billing cycle to the extent that the financed amount exceeds \$1,000, if your Subscription is Level 1, \$5,000, if your Subscription is Level 2, and \$10,000, if your Subscription is Level 3, which fee

shall be .65% of the amount of such excess for such billing cycle. 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. (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. (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 January 31, 2008, the daily periodic rate would be .056693% and the corresponding annual percentage rate would be 20.75%).(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 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: Termination (a) The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you. (b) Each time you use the Program, you are signifying your acceptance of the terms and provisions 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 Visa® Authorization IF YOU ELECT TO PARTICIPATE IN THE CARRIER BILLING PROGRAM, YOU REQUEST AND AUTHORIZE THE BANK TO OPEN, ON YOUR BEHALF, A VISA® ACCOUNT TO BE USED SOLELY FOR THE PURPOSE OF EFFECTING SHIPPING TRANSACTIONS. P1.8 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. P1.9 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.