



PBI DOCUMENT MESSAGING TECHNOLOGIES LEASE SUPPLEMENT  
EQUIPMENT AND MAINTENANCE AGREEMENT

DATE PREPARED:

Your Business Information

Full legal name of Lessee	DBA name of Lessee	Tax ID # (FEIN/TIN)
Billing address	City	State, ZIP+4
Billing contact name	Billing contact phone #	Billing CAN #
Installation address (if different from billing address)	City	State, ZIP+4
Installation contact name	Installation contact phone #	Installation CAN #
	Invoice attention of	Customer PO #

Your Business Needs

Quantity & PCN#	Equipment	Max # of Cycles/yr. included in maintenance fee	Check items to be included in your payment:
_____	_____	_____	<input type="checkbox"/> Software License and Maintenance (additional terms apply)
_____	_____	_____	<input type="checkbox"/> Hardware Maintenance (oncall or onsite, additional terms apply)
_____	_____	_____	<input type="checkbox"/> Meter Rental/Value Based Services
_____	_____	_____	<i>For solutions that include DM Infinity™ technology (additional terms apply)</i>
_____	_____	_____	<input type="checkbox"/> Professional Services (additional terms apply)
_____	_____	_____	<input type="checkbox"/> Other (additional terms apply)

Your Acknowledgment

This Agreement consists of the Equipment and Maintenance terms, Schedules, and any other Agreements checked above under "Your Business Needs" with Pitney Bowes Inc., through its Document Messaging Technologies division ("PBI") (collectively, the "Agreement"). Your signature acknowledges that you have read and agree to all applicable terms and conditions and are authorized to sign this Agreement on behalf of Lessee.

Pitney Bowes Inc., through its  
Document Messaging Technologies division

Lessee

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Email Address \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Email Address \_\_\_\_\_

## **EQUIPMENT TERMS**

1. **Terms for Customized Equipment.** If PBI is customizing equipment for Lessee ("Customized Equipment"), PBI and Lessee will mutually agree on a design sample, which will represent the form Lessee will use with the Customized Equipment and contain accurate marks showing where the dash marks, fold style, and fold lines will be placed (the "Original Design Sample"). Once the Customized Equipment is designed, PBI will notify Lessee as to the additional quantities of the Original Design Samples it will require at least 60 days before the date on which Lessee expects delivery, and Lessee will provide such forms in the quantities needed. Any modifications to the Original Design Sample may require PBI to modify the Customized Equipment design. To the extent Lessee makes changes to the Original Design Sample and PBI can accommodate such changes, Lessee will be charged for the cost of the redesign. If PBI needs to modify the Original Design Sample, there may be a delay in delivery as well as an increase in cost. However, if such Lessee directed modifications cannot be made, Lessee will be required to reimburse PBI for costs incurred in preparing the Customized Equipment according to the Original Design Sample, even if Lessee does not take delivery of such Customized Equipment. If Lessee modifies the Original Design Sample after delivery of the Customized Equipment, and, in PBI's judgment, the modification will increase PBI's warranty or maintenance service costs, PBI reserves the right to suspend the warranty and maintenance services and negotiate new terms with Lessee.

2. **Fees.**

a. **Payment.** Lessee will pay the fees specified in this Agreement within thirty (30) days from the date of PBI's invoice.

b. **Taxes.** The fees do not include, and Lessee is responsible for paying, all charges and taxes which may be imposed or levied upon fees associated with this Agreement, excluding taxes on or measured by PBI's net income, unless Lessee provides PBI with a valid tax exemption, direct pay or resale certificate.

c. **Late Fees.** To the extent PBI is required to enforce its rights under this Agreement, it may recover all expenses, including reasonable attorneys' fees and late fees of one and a half percent (1.5%) per month on any fees not paid by the due date.

3. **Warranty.**

(i) Except as explained further below, PBI warrants to Lessee 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"). For console inserting systems, the Warranty Period will run for ninety (90) days from the date of delivery or until the system reaches PBI's published equipment usage limits, whichever occurs first. 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.

(ii) **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 to the equipment caused by use of spare parts or supplies not supplied by PBI; (d) damage to equipment caused by not using the procedures authorized by PBI; or (e) damage caused by integrating equipment with products or processing equipment of companies other than PBI or its wholly-owned subsidiaries. For this warranty to be valid, Lessee 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 Lessee uses reasonable care in handling, operating, and maintaining the equipment and uses the equipment only for the purpose for which it was designed.

(iii) **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, PBI DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES FOR EQUIPMENT AND SERVICE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

## **PURPOSE.**

(iv) **Third Party Equipment.** PBI MAKES NO WARRANTY OF ANY KIND AS TO EQUIPMENT LEASED HEREUNDER BUT MANUFACTURED BY A THIRD PARTY. PBI AGREES TO PASS THROUGH TO LESSEE ALL THIRD PARTY WARRANTIES IT RECEIVES ON SUCH EQUIPMENT TO THE EXTENT SUCH WARRANTIES ARE TRANSFERABLE. ANY MAINTENANCE SERVICES PERFORMED BY PBI WILL NOT INCLUDE MAINTAINING ANY SUCH EQUIPMENT.

4. **Limitation of Liability.** PBI'S 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 WILL NOT EXCEED THE AMOUNT OF THE PAYMENTS MADE BY LESSEE 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, PBI WILL 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 PBI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

PBI WILL NOT IN ANY EVENT BE LIABLE FOR ANY CLAIMS OF ANY KIND, ASSERTED BY LESSEE OR ANY THIRD PARTY, CAUSED BY THE REMOVAL, MODIFICATION, FAILURE TO MAINTAIN OR BY-PASSING OF BUILT-IN SAFETY FEATURES BY LESSEE.

5. **Export Laws.** Lessee agrees: (i) to comply with all applicable U.S. export control laws and regulations; (ii) that all products and technologies received hereunder will 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.

6. **Entire Agreement and Assignment.** This Agreement is the sole and complete agreement between the parties hereto on the subject matter(s) hereof, and will not be modified or amended except by a writing signed by all parties. No party will be subject to any terms and conditions in any purchase order, acknowledgement, or any other form. This Agreement will 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, which will not be unreasonably withheld or delayed; any such purported assignment without such consent will be null and void.

7. **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 will constitute a waiver of any other breach of performance of the same or any other provision hereof. If any provision of this Agreement will be or becomes invalid or unenforceable, such invalidity or unenforceability will 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, will so survive. This Agreement is governed by, construed and interpreted in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles.

## **EQUIPMENT MAINTENANCE TERMS**

If Lessee purchases equipment maintenance, the above terms as well as the following provisions will apply.

1. **Equipment Maintenance Fees.** Lessee will pay the fees for the

term of the lease ("Initial Term"), pursuant to the payment terms in the Lease Agreement.

a. Volume Overage Fees. PBI will invoice Lessee for additional fees that result from annual cycle volume overages according to the maximum number of annual cycles per MPS/APS, Flowmaster/FPS/MSE Inserting System. The overage rate for a MPS/APS and Flowmaster/FPS/MSE Inserting System is .0015 cents and .00175 cents, respectively. The number of annual cycles is determined by measuring complete cycles and not individual page counts.

2. **Equipment Maintenance.** PBI will provide Lessee with maintenance services for the Equipment (excluding software) that Lessee identifies in the Lease Agreement ("Covered Equipment") during the Initial Term or any Renewal Period (collectively, the "Maintenance Services Term").

a. Obtaining Service. Lessee may call for maintenance services on the Covered Equipment during the hours of 8am-5pm local time, Monday through Friday, excluding PBI holidays ("Normal Working Hours").

b. Repair Service. If PBI determines that repair service is necessary, it will provide such repair via on-site or remote service. If the equipment is Covered Equipment or under warranty, and PBI needs to take the Covered Equipment back to its facility, PBI will be responsible for all transportation costs. Repair service for normal wear and tear of Covered Equipment (excluding software) may include the use of new (or

equivalent to new) parts and assemblies. Lubricants and other materials needed to service Covered Equipment, except consumable supplies, are provided without additional charge. Parts or assemblies for discontinued Covered Equipment (and Covered Equipment not marketed as new) will be provided only if available. Not included as normal wear is coverage for repairs made necessary due to Lessee negligence, misuse, external forces, loss of electrical power, power fluctuation, non-PBI service or the use of supplies not meeting PBI's specifications. If off site service is not successful, then a PBI service representative will be sent to Lessee's location. No hourly charges will be incurred for on-site or off site service on Covered Equipment unless such service is performed outside Normal Working Hours.

c. Replacement Equipment. If Lessee wants to replace any of its Covered Equipment or to have additional equipment designated as Covered Equipment, adjustments will be made by mutual agreement. If Lessee does not want to continue coverage on new replacement equipment, any further maintenance services will be subject to PBI's then-current rates.

d. Services Warranty. PBI warrants that any services provided pursuant to this Agreement will be performed in a professional and workmanlike manner.

3. **Equipment Maintenance Term.**

a. Initial Term. PBI will provide Lessee with maintenance services for the term of the Initial Term of the Lease Agreement.