

Production Mail Solutions Financing

Agreement Number:

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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 <i>(if different from billing address)</i>	City	State	ZIP+4
Installation contact name	Installation contact phone #	Installation CAN #	
Please note any special billing requirements here	Invoice attention of	Customer PO #	

Your Business Needs

Quantity & PCN#	Equipment

Check items to be included in customer's payment:

- Software Maintenance (additional terms apply)
- Hardware Maintenance (onsite or oncall, additional terms apply)
- IntelliLink® Subscription/Meter Rental/Value Based Services
For solutions that include DM Infiinity™ technology (additional terms apply)
- Professional Services (additional terms apply)
- Other (additional terms apply)

Your Payment Plan

Number of months	Monthly Amount

- Required advance check of \$ _____ received
- Tax exempt certificate attached

*Does not include any applicable Sales Taxes & Payment plans begin after any applicable Prorated Usage Period.

Your Acknowledgment

This document consists of an Equipment Lease ("Lease") with Production Mail Solutions Financing ("PMSF"). Your signature acknowledges that you have read and agree to all applicable terms and conditions and are authorized to sign the agreement on behalf of the Lessee. This Lease will become binding on PMSF only after an authorized employee of PMSF accepts your offer by signing and dating this document below.

Lessee Signature

Authorized PMSF Signature

Print Name

Print Name

Title

Date

Title

Account Representative

Date

Form 15356 Rev (1/10) DMT
See Pages 2-3 for additional terms and conditions

Equipment Vendor: Pitney Bowes Inc.
For Sales and Service call 1-800-322-8000

LEASE TERMS

1. **Payments.** You, the customer, agree to lease from us, Production Mail Solutions Financing ("PMSF", "we" or "us"), the Equipment ("Equipment"), which was selected by you and supplied by Pitney Bowes Inc. ("PBI") listed on page one. Equipment does not include any referenced IntelliLink™ Control Center or postage meter, which remain the property of PBI. You will be invoiced monthly, or in accordance with such other frequency, for all payments set forth on page one ("Monthly Payments"), which will be in advance and due on the same day of each billing period. All payments shall be payable to the address stated on the invoices or as we direct you otherwise in writing. You agree to receive facsimile communications from PMSF and affiliates relating to your account and/or products and services. **THIS LEASE CANNOT BE CANCELLED OR TERMINATED FOR ANY REASON, WITH ALL PAYMENT OBLIGATIONS BEING UNCONDITIONAL REGARDLESS OF ANY MATTER, INCLUDING EQUIPMENT DAMAGE, DESTRUCTION OR OBSOLESCENCE. PAYMENTS ARE NOT SUBJECT TO SETOFF, ABATEMENT OR REDUCTION.**

2. **Lease Term.** The term of this Lease is the Stated Term plus any "Prorated Usage Period". The Stated Term begins on the first day of the month of the next calendar month following the date of acceptance under this Lease. The period between the date your Equipment is accepted and the beginning of the Stated Term is the Prorated Usage Period. During the Prorated Usage Period, you shall pay as "Prorated Rent" a prorated portion of the Monthly Payment. If you enter into a new lease during the Stated Term which incorporates the remaining payments under this Lease and the new lease does not become effective, or is subsequently terminated, we may reinstate this Lease.

3. **Location, Ownership and UCC Filing.** The Equipment may not be moved from the location specified without first obtaining our written consent. The Parties agree that this Lease is a "finance lease" governed by UCC (Uniform Commercial Code) Article 2A. We own the Equipment. However, if this transaction is deemed to be a lease intended for security, you grant us a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will keep the Equipment free from any liens or encumbrances. We may sign and file a UCC financing statement on your behalf.

4. **Assignment.** YOU MAY NOT ASSIGN, TRANSFER (BY OPERATION OF LAW OR OTHERWISE) OR SUBLET THE EQUIPMENT OR THIS LEASE (COLLECTIVELY "ASSIGNMENT") WITHOUT OUR PRIOR WRITTEN CONSENT. We may sell, assign or transfer all or any part of this Lease and/or the Equipment. You agree and acknowledge that any assignment by us will not materially change your obligations hereunder.

5. **End Of Lease Options.** Upon 90 days prior written notice, you may, if not in default, elect among the following options with respect to the Equipment, such election to be effective no earlier than the end of the Stated Term: (a) enter into a new lease on mutually agreeable terms, or (b) purchase the Equipment "as is, where is" for its Fair Market Value, or (c) return the Equipment in its original condition, reasonable wear and tear excepted. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If you and we cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at your sole expense. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by you and one by us, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on you and us. If you elect to return the Equipment, you may pay our applicable packing and pick-up fee and make the Equipment available for our retrieval, or you must de-install, test, pack and insure the Equipment for its full replacement value and deliver it on board such common carrier as we specify, freight prepaid to any U.S. destination we specify. If you have not elected one of the above options, you shall be deemed to have entered into successive month-to-month extensions of the Stated Term. During any such extension, you may elect (effective upon 90 days prior written notice) to return, purchase or lease the Equipment as provided above in this section.

6. **Taxes.** You agree to promptly reimburse us or pay directly if so requested by us, for all charges, fees, and taxes (other than taxes on or measured by our net income) which may now or hereafter be imposed or

levied by any governmental body or agency upon or in connection with the purchase, ownership, lease, possession, use or location of the Equipment or otherwise in connection with the transactions contemplated by the lease, including any personal property taxes. If requested, you agree to file promptly on behalf of us all requested tax returns and reports concerning the Equipment in form satisfactory to us, with all appropriate governmental agencies and to mail a copy to us concurrently with the filing thereof.

7. **Liability.** WE ARE NOT RESPONSIBLE FOR ANY LOSSES OR INJURIES TO YOU OR ANY THIRD PARTIES CAUSED BY THE EQUIPMENT OR ITS USE. You agree to reimburse us for, and to defend us against any costs, damages, or liability arising out of the selection, use, possession or operation of the Equipment, including reasonable attorneys' fees, but excluding those arising from our gross negligence or willful misconduct.

8. **Late Payments/Returned Items.** If any payment under this Lease is not paid in full on or before its due date, you will be charged an late fee each month equal to six percent (6%) of such unpaid amount. For each dishonored or returned payment item, check or draft, you will be assessed the applicable returned item fee.

9. **Default.** You will be in immediate default without notice under this Lease if: (a) you fail to remit any payment under this Lease when due or if you breach any other obligation under this Lease; (b) you become insolvent, are liquidated, dissolve, stop doing business, or assign your rights or property for the benefit of creditors; (c) a petition is filed by or against you under any bankruptcy or insolvency law; (d) you are in default under any other present or future agreement between you and us ("Other Agreements"); (e) any guarantor of this Lease dies or does not perform its obligations under the guaranty, or (f) you undergo a change in ownership or control of any type, that in our judgment, results in a deterioration of your creditworthiness.

10. **Remedies.** Upon your default, we may do any or all of the following: (a) cancel this Lease and any Other Agreements; (b) accelerate and require immediate payment, as liquidated damages, of all lease payments and other sums due under this Lease or due under any Other Agreements, whether accrued or due in the future; (c) require return of the Equipment; (d) require immediate payment, as compensation for your failure to return the Equipment and not as a penalty, of an amount equal to the remaining value of the Equipment at the end of the Stated Term, as determined by us in our reasonable discretion, and/or (e) pursue any other remedy we may have at law or in equity. All of our rights and remedies are cumulative and are not conditioned upon your default continuing. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees and you will not make any claims against us for damages or trespass or any other reason. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after deducting all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 10 days notice shall constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

11. **Equipment Use Warranty Information.** You shall use the Equipment only: (a) for business or commercial purposes, and (b) in the manner specified in the manuals and instructions covering the Equipment. You shall comply with all laws and regulations relating to the Equipment. You will be given an Equipment Guide by PBI which will include Equipment warranties, meter usage provisions, IntelliLink™ postage evidencing technology provisions (if applicable), and the terms and conditions of Postage By Phone® PLUS/Purchase Power®, a line of credit for postage, supplies and shipping expenses. You may communicate directly with PBI regarding Equipment warranties and any limitation or disclaimers thereof. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR THE EQUIPMENT'S FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE. WE LEASE THE EQUIPMENT TO YOU "AS IS," "WHERE IS" AND "WITH ALL

FAULTS." YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT. WE HEREBY ASSIGN TO YOU AND YOU ARE ENTITLED TO ANY PROMISES AND WARRANTY RIGHTS WE HAVE OBTAINED FROM PBI.

12. Equipment Condition and Repairs. You shall, at your expense, keep the Equipment in good repair, condition and working order, (except for ordinary wear and tear). We may inspect the Equipment and any related maintenance records during normal business hours.

13. Risk of Loss. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment (excluding normal wear and tear) regardless of cause (collectively "Loss") until the Equipment is returned to us. No Loss shall relieve you of any of your obligations under this Lease. You shall immediately notify us in writing of the occurrence of any Loss. You shall, at your expense, keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement satisfactory to us, naming us as loss payee and you shall at all times maintain general liability insurance, with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in aggregate limits, with us named as additional insured ("Insurance"). Each policy shall provide for no less than thirty (30) days prior written notice of cancellation or non-renewal to us. You or your agent must call us at 1-800-243-9506 and provide us with such evidence. If you fail to maintain the required insurance on the Equipment, or provide proof of same to us, we may at our sole discretion, but shall not be obligated to, obtain insurance to protect our interest in the Equipment.

14. Computation of Payment; Invoices. You acknowledge that the amount of each lease payment has been agreed upon in an arms-length negotiation between the Parties and that the underlying components of our lease pricing are proprietary to us. By your execution of this Lease, you disclaim any interest in the components of our lease pricing, which components may include, by illustration, but not be limited to, fees associated with shipping and handling, equipment purchasing and pick-up, support services, lease origination and other lease or equipment related fees and expenses, and may also include amounts carried over from or associated with a previous un-expired lease with us or a third party. The amounts we use to compute your Monthly Payment, and taxes paid by us upon Equipment purchase, are capitalized and paid by you over the Stated Term. If you so requested, your IntelliLink™ Control Center/Meter Rental, Service and/or Soft-Guard® payments ("PBI Payments") commence simultaneously with the beginning of the Lease Term, and such payments (though not a part of your lease with PMSF) are included in your Monthly Payment as an accommodation to you and PBI; other fees, charges and taxes provided for in this Lease are not included in your Monthly Payment and will be separately itemized on your invoice. If indicated on page one, you have agreed to make a payment ("Support Services Payment") to PBI for items such as Equipment installation, training, consulting services, systems integration and data conversion, and other support services ("Support Services"). The Support Services Payment is non-refundable.

15. Initial Lease Payment. At our discretion, you shall pay your first Monthly Payment upon your execution of this Lease. This payment shall be deemed to have been earned when we receive it and shall be applied immediately to your obligation to make your first Monthly Payment.

16. Customer Waivers. To the extent permitted by law, you waive any rights you now or later may have under any statute or otherwise which require us to sell, lease or otherwise use any Equipment to reduce our damages including our realization of the remaining value of the Equipment, or which may otherwise limit or modify any of our rights or remedies. You hereby waive any and all rights and remedies under UCC Article 2A (Sections 508-522). ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU AND WE HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS LEASE.

17. Survivability. Your obligations under Section 2 (lease reinstatement), Section 6 (taxes), Section 7 (indemnification) and Section 10 (remedies) survive termination or cancellation of this Lease.

18. Miscellaneous. If more than one Lessee is named in this Lease, liability will be joint and several. You represent that you may lawfully enter into, and perform, this Lease, and that the individuals signing this Lease on your behalf have all necessary authority. This Lease constitutes the entire

agreement between the parties as to the subjects addressed in this Lease, and representations or statements, both oral and written, including purchase orders, not included herein or therein are not binding on the parties. By executing page one, you agree to furnish financial information which we may request now and in the future, including your tax identification number, and you authorize us to obtain credit reports on you now and in the future. In addition, any principal, owner, officer or guarantor signing on page one or on any documents executed in connection herewith agrees to furnish financial and other information we may request now and in the future, and authorizes us to obtain one or more consumer credit reports on him or her in connection herewith and any credit extended as a result hereof.

YOU AGREE THAT AN EXECUTED COPY OF THIS LEASE BEARING OUR STAMPED SIGNATURE AND YOUR SIGNATURE (AN ORIGINAL MANUAL SIGNATURE OR SUCH SIGNATURE REPRODUCED BY MEANS OF A RELIABLE ELECTRONIC FORM, SUCH AS PHOTOCOPY, FACSIMILE OR ELECTRONIC SIGNATURE) MAY BE MARKED "ORIGINAL" BY US AND SHALL CONSTITUTE THE ONLY ORIGINAL DOCUMENT FOR ALL EFFECTIVE PURPOSES. ALL OTHER COPIES SHALL BE DUPLICATES. TO THE EXTENT THIS LEASE CONSTITUTES CHATTEL PAPER (AS DEFINED IN THE UCC), NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED EXCEPT BY THE POSSESSION OR TRANSFER OF THE COPY MARKED "ORIGINAL" BY US. THIS LEASE MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT BY OUR WRITTEN CONSENT. Our acceptance of any payment or check offered by you as a settlement, or an accord and satisfaction, shall not constitute a waiver of our rights, or an accord and satisfaction, unless accompanied by a separate agreement executed by both parties.

19. Governing Law. This Lease shall be governed by Ohio law. You hereby submit to the exclusive jurisdiction of any court located in the state of Ohio in any legal action or proceeding relating to this Lease.