



## PITNEY BOWES INC. SALES AGREEMENT FOR THE LOBBYGUARD SYSTEM TERMS AND CONDITIONS

1. **Purchase.** Customer agrees to purchase from Pitney Bowes Inc. (“Pitney Bowes”) and Pitney Bowes agrees to sell to Customer the LobbyGuard System and the modules described on the attached Order Form (Page 1 of this document) (collectively, the “System”), subject and pursuant to the terms and conditions of this Agreement. Customer may purchase additional modules for use in connection with the System by placing an order with Pitney Bowes and paying Pitney Bowes’s then-current price for such modules. All orders made hereunder shall be subject to acceptance by Pitney Bowes (and, if applicable, LobbyGuard Solutions, LLC (“LobbyGuard”)) and are subject to the terms and conditions of this Agreement.

2. **Purchase Price and Payment.** Customer shall pay the purchase price for the System specified on the Order Form. In addition to the purchase price, Customer shall pay all transportation charges and all taxes (including, but not limited to, sales, use, privilege, ad valorem and excise taxes) paid or payable by Pitney Bowes, however designated, levied or based on amounts payable to Pitney Bowes under this Agreement, excluding only taxes based on Pitney Bowes’s income in connection herewith. Unless otherwise set forth on the Order Form, Customer shall pay all fees and charges within 30 days after receipt of Pitney Bowes’s invoice. Customer shall pay interest calculated at the lesser of 1.5% per month or the maximum percentage allowed by law on all overdue amounts. If Pitney Bowes employs any legal process to recover any amount due and payable from Customer hereunder, Customer shall pay all costs of collection and reasonable attorney’s fees.

3. **Delivery.** Delivery shall be made F.O.B. the place of shipping. All matters relating to shipment shall be reasonably determined by Pitney Bowes. Customer shall reimburse Pitney Bowes for all shipping and insurance charges. Title to the System shall pass to Customer upon payment in full to Pitney Bowes for the System. All risk of loss shall pass to Customer at the point of delivery from Pitney Bowes or LobbyGuard’s offices, as the case may be, to the carrier.

4. **Support.** Customer agrees that it is purchasing support and maintenance services from Pitney Bowes with respect to hardware and software subscription and support services from LobbyGuard pursuant to separate support and maintenance agreements with each company. Customer acknowledges and agrees that in order for LobbyGuard to provide support and maintenance services, Customer must maintain a full-time broadband connection to the Internet.

5. **License.** The System includes software and accompanying documentation (“Licensed Materials”). “Licensed Materials” includes any updates and enhancements that may be provided to Customer by LobbyGuard. LobbyGuard grants to Customer a nonexclusive license to use the Licensed Materials in connection with Customer’s use of the hardware portion of the System. Customer shall not modify, reverse engineer, decompile, disassemble, create derivative works based on, sublicense, or distribute the Licensed Materials or the accompanying documentation. Customer may transfer the Licensed Materials to another end user on a permanent basis solely in connection with and as part of the transfer of the System hardware, provided that the end user receives a copy of these Terms and Conditions, and agrees to be bound by its terms and conditions. In no event shall the Licensed Materials be transferred to a third party separate from the hardware portion of the System.

6. **Compliance with Laws.** Customer acknowledges that certain federal, state, and local laws, statutes, rules and regulations may be applicable to its use of the System and its use by Customer, and that neither Pitney Bowes nor LobbyGuard has any responsibility for informing Customer of any such laws, statutes, rules or regulations. Customer shall comply with all such laws, statutes, rules and regulations. Customer agrees that it shall use the System only in the United States of America. Customer will indemnify and hold harmless Pitney Bowes and LobbyGuard and its resellers from any and all claims, costs and expenses arising out of or related to a violation of the terms and conditions of this Agreement by Customer or any of its employees, agents or authorized users of the System.

7. **Warranties and Money-Back Guarantee.** Pitney Bowes does not provide any warranty with respect to the LobbyGuard System but passes through to the Customer LobbyGuard’s limited warranty as set forth herein. LobbyGuard warrants that for a period of 30 days after the delivery of the System to Customer, the software and hardware included in the Licensed Materials shall operate in accordance with manufacturer’s published specifications. Customer may return the software and hardware for any such failure to meet manufacturer’s published specifications at any point within the 30 day warranty period and shall be entitled to repair or replacement of the System or in LobbyGuard’s sole discretion, a full refund of any funds paid hereunder for the System. LobbyGuard agrees to pay return shipping of the product and to provide any materials necessary for return shipping. The Customer shall be liable for any physical damage to the hardware during the warranty period.

8. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE FOREGOING WARRANTY, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT, OR ANY EXPRESS OR IMPLIED WARRANTY ARISING OUT OF TRADE USAGE OR OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE. NEITHER PITNEY BOWES NOR LOBBYGUARD WARRANTS, GUARANTEES, OR MAKES ANY REPRESENTATIONS REGARDING THE PERFORMANCE, USE OR RESULTS OF THE USE OF THE SYSTEM IN TERMS OF EFFECTIVENESS, ACCURACY, RELIABILITY, THAT CUSTOMER WILL BE SECURE AS A RESULT OF ITS USE OF THE SYSTEM, OR OTHERWISE.

9. **LIMITATION OF LIABILITY.** NEITHER LOBBYGUARD NOR PITNEY BOWES SHALL BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR: LOSS OF BUSINESS OR GOOD WILL, WORK STOPPAGE, LOSS OF INFORMATION OR DATA, LOSS OF REVENUE OR PROFIT, OR COMPUTER FAILURE, FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SYSTEM, PERFORMANCE OR FAILURE OF THE SYSTEM, REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF PITNEY BOWES OR LOBBYGUARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO

HAVE FAILED OF ITS ESSENTIAL PURPOSE. LOBBYGUARD'S AND PITNEY BOWES' AGGREGATE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY OF ANY CLAIM, SHALL NOT EXCEED THE AMOUNT CUSTOMER ACTUALLY PAID FOR THE SYSTEM HEREUNDER.

10. Background Checks. If Customer's System or any add-on modules include the ability to perform "background checks" on individuals, the following provisions shall apply. Background checks performed using the System are based on information gathered from publicly available databases. Such information has not been screened for accuracy, completeness or timeliness, and should not be relied upon as a substitute for personal investigation. Customer understands and agrees that positive or false matches in background checks may not provide confirmation of an individual's background; background checks may return false-positive matches, where the database incorrectly returns a record containing a negative background for an individual who does not have a negative background, and false-negative matches, where the database does not return a record of a negative background for an individual who does have a negative background. Customer shall not use the System's background check functionality for any purpose other than to deny or permit access to Customer's premises. Use of such background check functionality is at Customer's own risk, and neither LobbyGuard or Pitney Bowes shall be liable for any damages that result from such use.

11. Termination. Pitney Bowes shall have the right to terminate this Agreement upon five (5) days' written notice in the event that Customer violates any material provision of this Agreement and such violation, if curable, is not cured within such five (5) day period. Within five (5) days after termination of this Agreement, Customer shall return the System to Pitney Bowes. Sections 2, 5, 7, 8, 9, 10, 11 and 12 shall survive the termination of this Agreement

12. General.

(a) Governing Law. This Agreement will be governed in all respects by the laws of the State of Connecticut, without regard to Connecticut's principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the state and federal courts located in Fairfield County, Connecticut with respect to any dispute hereunder.

(b) Independent Contractors. Nothing contained herein shall be construed to imply a joint venture or principal-agent relationship between the parties, and neither party will have any right, power, or authority to create any obligation, express or implied, on behalf of the other in connection with performance of its obligations hereunder.

(c) Severability; Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions will continue in full force

without being impaired or invalidated in any way. The failure of either party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver of the future enforcement of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any other provision or right herein.

(d) Notices. Any notice or communication permitted or required hereunder will be in writing and will be delivered by facsimile transmission with confirmation of receipt, in person or by courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed as set forth in the Order Form or address as either party may provide from time to time to the other. If notice is given in person, by courier, or by facsimile, it will be effective upon receipt; and if notice is given by mail, it will be effective three (3) business days after deposit in the mail.

(e) Force Majeure. If performance of this Agreement, or any obligation hereunder (other than the obligation to pay) is prevented, restricted, or interfered with by any act or condition whatsoever beyond the reasonable control of the affected party (including without limitation the failure of any suppliers to perform), the party so affected, upon giving prompt notice to the non-affected party, will be excused from such performance to the extent of such prevention, restriction, or interference.

(f) Assignment. No right or obligation of Customer under this Agreement will be assigned, delegated, or otherwise transferred, whether by agreement, operation of law, or otherwise, without the express prior written consent of Pitney Bowes. Any purported assignment, delegation, or transfer in violation of this paragraph will be null and void. Subject to the foregoing, this Agreement in its entirety will bind each party and its permitted successors and assigns.

(g) Amendments. Any amendments, modifications, supplements, or other changes to this Agreement must be in writing and signed by duly authorized representatives of each party.

(h) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous representations, understandings, agreements, communications, or purchase orders between the parties, whether written or oral, relating to the subject matter hereof.

(i) Exhibits. Exhibit A contains the terms and conditions of the LobbyGuard Software Support and Update Services Agreement and Exhibit B contains the terms and conditions of the Pitney Bowes Inc. Equipment Service Level Agreement for hardware maintenance.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto hereby execute this Agreement as of the date first above written on this Order.

**Pitney Bowes Inc.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer Name:** \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**LOBBYGUARD SOFTWARE SUPPORT AND UPDATE SERVICES AGREEMENT**

**1. Obligations of LobbyGuard Solutions, LLC (LGS).**

(a) Services. LGS shall use commercially reasonable efforts to provide the services necessary to remedy any software or hardware function that does not operate in substantial conformance to the applicable documentation (an "Error"). LGS's technical support staff shall provide Customer with email and telephone consultation during the hours of 9:00 a.m. through 5:00 p.m. US Eastern Time, Monday through Friday, except holidays recognized by the United States federal government. Such consultation shall include technical advice concerning the use and operation of the System, including clarification of functions and features of the System, and clarification of documentation, as well as Error verification, analysis, corrections and work-arounds. All services provided hereunder shall be provided remotely from LGS's place of business or such other locations designated by LGS. This agreement does not cover on-site visits by LGS representatives. LGS may provide on-site support to Customer upon Customer's written request, and subject to the payment of the amounts set forth in Section 4.

(b) Updates. LGS shall supply Customer without charge any revisions, corrections, and upgrades of the software portion of the System that are made generally available by the LGS to its other Customers free of charge ("Updates"). Installation of these updates will be the responsibility of Customer.

(c) Access to Background Checking Services. LGS shall supply customer access to the LobbyGuard Background Database for execution of instant background checks on visitors. Customer is responsible for providing internet access to the LobbyGuard software in order to ensure access to these services.

(d) Contacts. Customer will identify not more than two (2) contacts to act as the primary liaisons responsible for all communications with LGS in connection with this Agreement (hereafter "Customer Contact(s)"). Customer will designate, in writing and/or e-mail to LGS, its Customer Contact(s) within one (1) week after execution of this Agreement, and may substitute Customer Contact(s) at any time by providing one (1) week's prior written and/or electronic notice thereof to LGS.

**2. Obligations of Customer.** LGS's obligations hereunder are conditioned upon Customer: (i) maintaining a full-time broadband connection to the Internet, (ii) using web based software support tools that may be made available to Customer by LGS and (iii) Customer providing LGS with sufficient documentation, information, assistance, support and test time on Customer's computer system as necessary, to duplicate the problem, certify that the problem is with the System, and certify that the problem has been corrected. In addition, LGS reserves the right to suspend all provisions of this contract if Customer has invoices of any kind that are past due.

**3. Excluded Services.** LGS will not be required to perform any services where an Error relates to (a) incorporation or attachment of a feature, program or device to the System or any part thereof; (b) accident, transportation, neglect, misuse, alteration, or modification of the System or any part thereof; (c) the failure to provide a suitable installation environment; (d) use of the System or any part thereof for other than the specific purpose for which the System is designed; or (e) failure to incorporate any Updates previously provided by LGS. Corrections for difficulties or defects traceable by LGS to the foregoing may, in LGS's sole discretion, be billed to Customer at LGS's then standard time and material charges.

**4. Service Fees And Payment.**

(a) Support Fees. Customer will pay to PITNEY BOWES annual software maintenance and support fees equal to \$500 (the "Support Fee"). Pitney Bowes shall invoice Customer for the Support Fee on the Effective Date and on each anniversary thereof. In addition, Customer shall pay Pitney Bowes for all on-site support at Pitney Bowes' then current time and material rates, and Customer will pay all reasonable costs and expenses. The Support Fee and other amounts hereunder are due and payable within thirty (30) days of the date of invoice. Customer shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, Federal, state, or otherwise, however designated, which are levied or imposed by reason of the transactions set forth in this Agreement, excluding only taxes based on Pitney Bowes' income, according to the terms and conditions contained herein. Pitney Bowes may increase the annual fee with not less thirty (30) days prior written notice.

(b) Late Payments. Any late payments will be subject to a late fee that will accrue at a monthly rate equal to the lesser of one and one-half percent (1½%) of the outstanding balance, or the maximum rate allowable under applicable law. In the event that Customer fails to pay amounts due hereunder on a timely basis, Pitney Bowes reserves the right to suspend the provision of all services under this Agreement until such outstanding fees (including applicable late fees) have been paid in full.

(c) Lapsed Payments. If Customer elects not to renew annual support and maintenance, customer may renew later only upon payment of all of the support and maintenance fees that would otherwise have been due during the lapsed period.

**5. Term.** This Agreement will commence on the Effective Date and continue in full force and effect, unless earlier terminated pursuant to the terms and conditions herein, for a period of one (1) year. This Agreement will be automatically renewed for successive renewal terms of one (1) year each, unless either party gives the other party notice of its intention not to renew no later than sixty (60) days prior to the end of the current term or renewal term. Either party may terminate this Agreement upon the material breach of the other party if the breaching party fails to cure such breach within thirty (30) days after receipt of written notice of breach from the other party. Any payment obligations incurred prior to termination or expiration of this Agreement will survive such termination or expiration.

**6. LIMITED WARRANTY.** LGS WARRANTS THAT THE SERVICES PROVIDED HEREUNDER WILL BE PERFORMED IN A WORKMANLIKE MANNER WITH THE ORDINARY DEGREE OF SKILL PREVALENT IN THE INDUSTRY. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND LGS'S ENTIRE LIABILITY, FOR LGS'S BREACH OF THIS WARRANTY IS FOR LGS TO PERFORM THE SERVICES IN A MANNER CONSISTENT WITH THIS WARRANTY. EXCEPT AS SPECIFICALLY SET FORTH IN THE PREVIOUS PARAGRAPH, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LGS DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION OTHER THAN THOSE SET FORTH ABOVE IN THE IMMEDIATELY PRECEDING PARAGRAPH.

**7. LIMITATION OF LIABILITY.** IN NO EVENT WILL LGS BE LIABLE FOR LOST PROFITS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER FROM BREACH OF CONTRACT, BREACH OF WARRANTY, OR FROM NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER FORM OF ACTION), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. IN NO EVENT WILL LGS'S AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE SUM OF ALL SUPPORT FEES ACTUALLY PAID TO LGS BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

## **8. General Provisions.**

(a) Governing Law. This Agreement will be governed in all respects by the laws of the State of North Carolina, without regard to North Carolina's principles of conflict of laws. Both parties consent to jurisdiction in North Carolina and further agree that any cause of action arising out of or relating to this Agreement may be brought only in a state court in Wake County, North Carolina, or in a federal court in the Eastern District of North Carolina.

(b) Independent Contractors. Each party will perform its obligations hereunder as an independent contractor and, except as expressly provided to the contrary in this Agreement, will be solely responsible for its own financial obligations. Nothing contained herein shall be construed to imply a joint venture or principal-agent relationship between the parties, and neither party will have any right, power, or authority to create any obligation, express or implied, on behalf of the other in connection with performance of its obligations hereunder.

(c) Severability; Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions will continue in full force without being impaired or invalidated in any way. The failure of either party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver of the future enforcement of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any other provision or right herein.

(d) Notices. Any notice or communication permitted or required hereunder will be in writing and will be delivered by facsimile transmission with confirmation of receipt, in person or by courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed as set forth in the preamble to this Agreement or to such other facsimile number or address as either party may provide from time to time to the other. If notice is given in person, by courier, or by facsimile, it will be effective upon receipt; and if notice is given by mail, it will be effective three (3) business days after deposit in the mail.

(e) Force Majeure. If performance of this Agreement, or any obligation hereunder (other than the obligation to pay) is prevented, restricted, or interfered with by any act or condition whatsoever beyond the reasonable control of the affected party (including without limitation the failure of any suppliers to perform), the party so affected, upon giving prompt notice to the non-affected party, will be excused from such performance to the extent of such prevention, restriction, or interference.

(f) Assignment. No right or obligation of Customer under this Agreement will be assigned, delegated, or otherwise transferred, whether by agreement, operation of law, or otherwise, without the express prior written consent of LGS. LGS may assign this Agreement without the consent of Customer. Any purported assignment, delegation, or transfer in violation of this paragraph will be null and void. Subject to the foregoing, this Agreement in its entirety will bind each party and its permitted successors and assigns.

(g) Amendments. Any amendments, modifications, supplements, or other changes to this Agreement must be in writing and signed by duly authorized representatives of each party.

(h) Entire Agreement. This LobbyGuard Software Support and Update Services Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous representations, understandings, agreements, communications, or purchase orders between the parties, whether written or oral, relating to the subject matter hereof.

**Customer:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT B

### **The following terms and conditions apply to your Pitney Bowes Equipment Service Level Agreement for LobbyGuard Equipment:**

**1.0 Basic Equipment Maintenance.** To obtain service or emergency repair, you must contact PBI for service during its normal working hours (8am – 5pm in the time zone where the equipment is located, Monday through Friday, excluding holidays) (“Normal Working Hours”). In addition, you have access to remote telephone support through the toll free response center (8 am to 5 pm EST, Monday through Friday, excluding holidays) at 1-866-905-6229. Depending on your Equipment type and at its option, PBI reserves the right to service your Equipment by (a) Service by Replacement with new, reconditioned or remanufactured equipment, depending upon the age of the Equipment and the nature of the performance problem, or (b) On-site service, remote diagnostics or off-site service, including new (or equivalent to new) parts and assemblies replacement needed due to normal wear. Parts or assemblies for discontinued equipment (and/or equipment not marketed as new) will be provided only if available. If service is provided for your Equipment by replacement and your problem cannot be resolved over the telephone, PBI will, at no cost to you, promptly ship new, reconditioned or remanufactured equipment to replace your Equipment. Within five (5) days of receipt of the replacement equipment, you must pack your defective Equipment in the shipping carton that contained the replacement equipment, place the shipping paid return address label on the carton and return it to PBI. You are responsible for the value of, and any damages to, the Equipment until PBI receives it. If service is provided for your Equipment by on-site service, remote diagnostics or off-site service, and if deemed necessary by PBI, a service engineer in most cases will be dispatched to arrive at your location for on-site service. There will be no hourly charges unless service is performed outside PBI’s Normal Working Hours set forth above or if the problem results from one of the Exclusions listed below. Lubricants and other materials needed to service your Equipment are provided without additional charge. Notwithstanding the foregoing, consumable supplies are not covered by this SLA. Professional services other than those set forth herein are not covered by this SLA. Any service required as a result of a software issue or problem on your Equipment is specifically excluded from this Agreement. You must contact LobbyGuard Solutions, LLC pursuant to your LobbyGuard Software Support and Update Services Agreement for any such software-related issues.

**2.0 Exclusions.** This SLA excludes services and repairs that are made necessary due to negligence or accident, damage in transit, virus contamination and loss of data, use of Equipment in a manner not authorized by this SLA or other applicable purchase, lease or licensing agreement, external forces, use of Equipment in an environment with unsuitable humidity and/or line voltage, loss of electrical power, power fluctuation, operator error, casualty (such as fire, flood, or other natural causes), sabotage, repair or attempted repair by anyone other than PBI, the use of supplies or other hardware or software in connection with the Equipment not meeting PBI specifications, failure to use applicable software updates and/or use of Equipment with any system for which PBI has advised it will no longer provide support or has advised is no longer compatible.

**3.0 Term.** THE INITIAL TERM OF THIS AGREEMENT SHALL BE A TWELVE (12) MONTH PERIOD AND SHALL BE AUTOMATICALLY RENEWED FOR SUCCESSIVE TWELVE (12) MONTH PERIODS, UNLESS PITNEY BOWES RECEIVES FROM YOU WRITTEN NOTICE OF TERMINATION AT LEAST SIXTY (60) DAYS BEFORE THE END OF THE INITIAL TERM OR THE THEN CURRENT RENEWAL TERM. SUCH NOTICE SHALL BE PROVIDED TO THE FOLLOWING ADDRESS: Pitney Bowes Inc., 2225 American Drive, Neenah, WI 54956. All amounts invoiced under this SLA are due and payable to Pitney Bowes upon your receipt of each invoice.

**4.0 Modification; Termination.** Pitney Bowes may, from time to time, change the services provided under this SLA, modify the terms of this SLA, or terminate such services or this SLA, at Pitney Bowes' discretion, with notice to you. Pitney Bowes will advise you, in such notice, if it believes, in its sole judgment, that any such change in services or modification of terms is material. If you receive notice that any such change in services or modification of terms is material, you may terminate this SLA by delivering to Pitney Bowes written notice of your desire to terminate within thirty (30) days after your receipt of such notice from Pitney Bowes. Any such termination by you shall be effective ten (10) business days after Pitney Bowes' receipt of your notice of termination. Your notice must include your Customer account number and be sent to Pitney Bowes, by certified mail, return receipt requested, at the following address: Pitney Bowes Inc., 2225 American Drive, Neenah, WI 54956. If you breach any applicable term of this or any other agreement with Pitney Bowes or Pitney Bowes Global Financial Services LLC, Pitney Bowes may immediately terminate this SLA. Pitney Bowes may also recover all expenses incurred in enforcing its rights under this SLA, including reasonable attorneys' fees and interest to the maximum extent permitted by law. If Pitney Bowes no longer offers maintenance service for the Equipment or this SLA is terminated by Pitney Bowes or if you have terminated this SLA as provided in this Section 4.0, Pitney Bowes' sole obligation shall be a pro-rata refund of fees paid for the terminated services except if the termination is due to your breach of this SLA.

**5.0 Fees.** Adjustments to SLA rates will be made only at renewal time. If your Equipment is regularly operated more than one eight-hour shift per day, five days per week, a surcharge will be added to your annual rate. Pitney Bowes reserves the right not to renew this SLA at any time and for any reason including, but not limited to, age of the Equipment or excessive cycle count, or your refusal to pay any amounts due under this SLA. If any payment under this SLA is not made in full on or before its due date, you shall pay Pitney Bowes' then applicable administrative fee assessed on delinquent accounts, including interest from its due

date until paid in full, at the lesser of 1.5% per month or the maximum rate allowed by law. Your signature is PBI's assurance that you have the authority to enter into this SLA. Pitney Bowes' acceptance is signified when its authorized invoice is issued or by its acceptance of your payment.

**6.0 Liabilities; Warranty.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT, PITNEY BOWES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES OR EQUIPMENT FURNISHED HEREUNDER. OTHER THAN THE LIQUIDATED DAMAGES THAT MAY BE APPLICABLE TO SERVICE LEVEL AGREEMENTS WITH GUARANTEED RESPONSE TIMES UNDER SECTION 11, IN NO EVENT WILL PITNEY BOWES BE LIABLE FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES, EVEN IF PBI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, PITNEY BOWES' LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, IN TORT OR WARRANTY, OR OTHERWISE SHALL NOT EXCEED THE AMOUNTS PAID BY YOU FOR EQUIPMENT MAINTENANCE PROVIDED DURING THE 12-MONTH TERM DURING WHICH SUCH LIABILITY AROSE WITH RESPECT TO SUCH SERVICE.

## **7.0 General**

For your convenience, if you replace the Equipment covered by this SLA, your coverage will remain in effect on the replacement Pitney Bowes equipment (if the equipment qualifies) at Pitney Bowes' then current annual rate for the replacement equipment. If you acquire an attachment to your covered Equipment or add a unit to a covered integrated system, Pitney Bowes will provide coverage for any qualifying attachment or unit and adjust your rate accordingly. If you do not elect to continue coverage on the replacement equipment, you may cancel this SLA within thirty (30) days after the date of your initial invoice, and any further maintenance or repair services provided for your Equipment will be subject to Pitney Bowes' then current chargeable rates for maintenance and emergency repair services. You may have additional remedies available under Pitney Bowes' Customer Satisfaction Guarantee Program as established by Pitney Bowes from time to time. In no event (including under the Customer Satisfaction Guarantee Program) will Pitney Bowes be liable for any damages including any lost profits, or other incidental or consequential damages for nonperformance of any obligations under this SLA. This SLA comprises the entire agreement between us with regard to the subject covered, and supersedes all prior statements, understandings and agreements, oral or written, or other documents if they purport to obligate us in any way beyond the terms of this SLA. Purchase orders or any other document that add to, vary from, or conflict with these terms are rejected. Pitney Bowes shall not be held responsible or incur any liability for any delay or failure in performance of any part of this SLA to the extent that such delay or failure results from causes beyond its control, including but not limited to fire, flood, explosion, war, terrorism, labor dispute, embargo, government requirement, civil or military authority, natural disasters, or other similar types of situations.