



# PITNEY BOWES LEASE AGREEMENT MAIL & GO KIOSK

Your Business Information

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Agreement Number

Full Legal Name of Lessee		DBA Name of Lessee		Tax ID # (FEIN/TIN)	
Billing Address: Street		City		State	ZIP+4
Billing Contact Name		Billing Contact Phone #		Billing CAN #	
Installation Address (if different from billing address):		Street		City	State ZIP+4
Installation Contact Name		Installation Contact Phone #		Installation CAN #	
Invoice Attention to		Lessee PO #			

## Your Business Needs

Qty	Business Solution Description

Check additional items to be included in client's payment

- Kiosk Warranty and Maintenance Schedule
- Software Maintenance (additional terms apply) - Provides revision updates & technical assistance
- Meter Rental
  - ( ) Value Based Services (not including USPS fees which will be charged separately)
- Equipment Replacement Program - Protection in case of loss or damage to leased equipment
  - ( ) Yes I want to enroll in the ValueMAX<sup>®</sup> equipment replacement program
  - ( ) No Enrollment (I will provide proof of insurance within the next 30 days as noted in Section L9)

## Your Payment Plan

Initial Term: \_\_\_\_\_ months

Number Of Months	Monthly Amount	Billed Quarterly At*
First		
Next		

- ( ) Required advance check of \$( ) received
- ( ) Tax Exempt Certificate Attached
- ( ) Tax Exempt Certificate Not Required

\*Does not include any applicable sales, use, or property taxes, which will be billed separately; payment plans begin after any applicable Interim Usage Period.

## Your Signature Below

By signing below, you agree to be bound by the terms of this Agreement and the attached Mail & Go Kiosk lease terms. The lease will be binding on us after we have completed our credit and documentation approval process and have signed below. The lease requires you either to provide proof of insurance or participate in the ValueMAX program (see Paragraph 19) for an additional fee.

\_\_\_\_\_  
Lessee Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Pitney Bowes Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Sales Information

Account Rep Name \_\_\_\_\_ District Office

## MAIL & GO KIOSK LEASE TERMS AND CONDITIONS

### 1. Definitions

All capitalized terms that are defined in this document. PBI provides the Kiosk. PBGFS, a wholly-owned subsidiary of PBI, provides you with the leasing services.

**"Agreement"** - the Order and any terms referred to in or attached to the Order.

**"End-user"** - the person using the Client's leased Kiosk(s) for self-service postage fulfillment.

**"Kiosk(s)"** - one or more Mail & Go Kiosks ("Kiosk(s)") as listed on the Order.

**"Lease"** - the Order and the Lease terms and conditions attached to the Order.

**"Meter"** - any postage meter supplied by PBI under the Order, included in the Kiosk(s), individually and together, including the postal security device, the user interface or keyboard and display and the print engine.

**"Meter License"** - a USPS License to use Postage Meters duly issued by the USPS. Kiosk does not include any referenced Meter, which remain the property of Pitney Bowes.

**"Normal Working Hours"** - 7 a.m. - 7 p.m., Monday - Friday, excluding PBI-observed holidays, in the time zone where the Kiosk is located.

**"Order"** - page one of this agreement which has been executed between the applicable Pitney Bowes company and you for the Kiosk(s).

**"PBGFS"** - Pitney Bowes Global Financial Services LLC or a wholly-owned subsidiary of Pitney Bowes Global Financial Services LLC.

**"PBI"** - Pitney Bowes Inc.

**"Pitney Bowes"** - PBI, PBGFS and their respective subsidiaries.

**"Third Party Software"** - software developed by a party other than us.

**"USPS"** - the United States Postal Service.

**"We," "Our,"** or **"Us"** - the Pitney Bowes company with whom you've entered into the Order.

**"You," "Your,"** or **"Client"** - the entity identified on the Order.

### 2. Agreement

You agree to lease from us one or more Kiosk(s) as listed on the Order. The Order sets forth: (a) the number of Kiosks that are leased by you hereunder; (b) the location where each such Kiosk shall be placed and kept (the "Placement Location(s)"); (c) the applicable lease period; and (d) the lease fees and additional payment terms. Client is responsible for purchasing the necessary Pitney Bowes consumables. Client is responsible for inducting the mail (including letters and parcels) at a USPS facility.

**3. Payments.** PBGFS will invoice you quarterly in advance for all payments on the Order (each, a "Quarterly Payment"). All payments will be payable to "Pitney Bowes Global Financial Services LLC" at P.O. Box 856460, Louisville, KY 40285-5460, unless we direct you otherwise in writing. You agree to receive facsimile communications from PBGFS and affiliates relating to your account and/or products and services. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, CLIENT CANNOT CANCEL OR TERMINATE THIS LEASE FOR ANY REASON, WITH ALL PAYMENT OBLIGATIONS BEING UNCONDITIONAL REGARDLESS OF ANY MATTER, INCLUDING KIOSK DAMAGE, DESTRUCTION OR OBSOLESCENCE. PAYMENTS ARE NOT SUBJECT TO SETOFF, ABATEMENT OR REDUCTION.

**4. Lease Term.** The term of this Lease is the Stated Term plus any "Prorated Usage Period". The Stated Term begins during the first month of the calendar quarter next following the date of your first regular invoice under this Lease. The period between the date your Kiosk(s) is delivered and the beginning of the Stated Term is the Prorated Usage Period. If you use the Kiosk(s) during the Prorated Usage Period, you will pay as "Prorated Rent" a prorated portion of the Quarterly Payment. If you enter into a new lease during the Stated Term that incorporates the remaining payments under this Lease, and the new lease does not become effective or is subsequently terminated, we may reinstate this Lease. Pitney Bowes may terminate this Lease in its sole discretion at any time and retake the Kiosk. If such termination is not based on a breach by you of this Lease, Pitney Bowes will attempt to provide you with thirty (30) days notice of such termination, unless the USPS or other requirements necessitate shorter notice to you, and we will credit you for any prepaid but unused lease payments.

**5. Title to and Use of Your Kiosk(s) and Postage Meter(s).** You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Kiosk. All Kiosks and the Meters

are, and will remain, the property of Pitney Bowes and Client will have no right, title or interest except as set forth herein, and the Kiosk will remain personal property even though installed in or attached to real property. Title to the original or any replacement Kiosk will at all times remain with us. You will use the Kiosk only: (a) for business or commercial purposes, and (b) in the manner specified in the manuals and instructions covering the Kiosk. You will keep the Kiosk free from any liens or encumbrances. You may use the Kiosk only to offer self-service postage fulfillment. Tampering with or misusing the Kiosk or the Meter violates this Lease and may be punishable under Federal law, and, in the case of any such tampering or misuse, we may terminate this Lease by notifying you in writing if we so terminate. All Kiosks are subject to examination by Pitney Bowes Inc. at any time. The Kiosks may be previously used or refurbished.

### 6. Convenience Fee.

**6.1. General.** Client may, at its option, charge End-users a fee (referred to herein as a "Convenience Fee" or "Fee") for each item mailed or shipped by the End-user using a Kiosk and/or each use of the Kiosk. The Convenience Fee is in addition to any cost of postage charged to the End-user. In order to charge the Convenience Fee, Client must first activate and configure the Convenience Fee feature on the Kiosk according to the procedures in the Kiosk user guide. Client sets the amount of the Convenience Fee during the configuration process and Client may change the amount charged as often as desired.

**6.2. Cost Deduction.** If Client charges End-users a convenience fee, Client agrees that Pitney Bowes will deduct 12% of such Fee. Client will receive the balance of any Fees charged on a quarterly basis via check from Pitney Bowes or via electronic transfer, at Pitney Bowes' discretion.

**6.3. Payment of Convenience Fees.** Convenience Fees will be paid on a quarterly basis provided that the amount to be paid is \$50 or more. If the total Convenience Fee payment due for the quarter is less than \$50, Client agrees that Pitney Bowes will hold that quarterly payment until the aggregate amount of Convenience Fee payments due reaches \$50 or more.

**7. Refunds.** Client assumes any and all responsibility to refund End-users for any postage charge, Convenience Fee, or any other amounts paid by the End-user. Client agrees that Pitney Bowes is not responsible for, and shall not pay, any refunds to Client or an End-user for any amounts charged and/or paid by an End-user. Client is solely responsible for any and all claims regarding amounts charged as a Convenience Fee or postage.

**8. Assignment.** YOU MAY NOT ASSIGN OR SUBLET THE KIOSK OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH WILL NOT BE UNREASONABLY WITHHELD. ANY ASSIGNMENT WITHOUT OUR CONSENT IS VOID. We may sell or assign all or any part of this Lease and/or the Kiosk. Any sale or assignment will not affect your rights or obligations under this Agreement.

**9. End of Lease Options.** During the 90 days prior to the end of your Lease, you may, if not in default, select one of the following options: (a) enter into a new lease with us; (b) purchase the Kiosk "as is, where is" for fair market value; or (c) return the Kiosk and Meter in its original condition, reasonable wear and tear excepted. If you elect to return the Kiosk, you will pay our applicable packing and pick-up fee and make the Kiosk available for our retrieval, or you will de-install, test, pack and insure the Kiosk for its full replacement value and deliver it on board a common carrier we specify, freight prepaid to any U.S. destination we specify. If you have not elected one of the above options, you will 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 Kiosk as provided above in this Section.

**10. Environmental Conditions and Handling of Kiosk.** Client agrees to keep the Kiosk at the Placement Location and will not move the Kiosk without Pitney Bowes' prior written consent. Client shall be responsible for supplying electrical power supply and Internet connectivity in accordance with Pitney Bowes specifications designed to allow, among other things: 1) Meter funding, 2) credit card/debit card transactions, 3) Software updates to the Kiosk, including, without limitation: a) bug fixes, b) new features or c) rate changes, and 4) remote monitoring of the Kiosk for, among other things, maximizing uptime. Client will handle each Kiosk with reasonable and proper

care and ensure that it is run employing no unauthorized attachments, printing plates or other devices, using only supplies that meet Pitney Bowes specifications and conform to USPS requirements, and protecting it against physical damage or mistreatment. Failure to take proper care of the Kiosk in accordance with our specifications may result in your being invoiced for repair or replacement costs. If repair or replacement is needed, you must notify your local Pitney Bowes representative promptly.

**11. Maintenance and Inspection.** We will perform maintenance on the Kiosk(s) in accordance with the Kiosk Warranty and Maintenance Schedule.

**12. Taxes.** You agree to pay Pitney Bowes for all sales, use, property or other taxes (excluding taxes on or measured by net income), related to the Lease and other related payments or services, the Kiosk or Kiosk location, the Meter and Meter location. With respect to property and similar taxes, Pitney Bowes will determine the value of the Kiosk, the value of the Meter and the amount of such taxes to be charged to you based on its reasonable valuation of the Kiosk or of the Meter taking into consideration applicable tax rates and depreciation. You agree to pay a tax administrative charge to be determined by Pitney Bowes without reference to the tax charged or services performed; such fee and charge not to exceed in the aggregate \$35 for each year for each Lease schedule.

**13. LIMITATION OF LIABILITY.** NEITHER PBI NOR ITS SUPPLIERS IS LIABLE FOR ANY LOSSES OR INJURIES TO YOU OR ANY THIRD PARTIES CAUSED BY THE KIOSK OR ITS USE. YOU AGREE TO REIMBURSE US FOR, AND TO DEFEND US AGAINST, ANY COSTS, DAMAGES OR LIABILITY ARISING OUT OF THE USE OF THE KIOSK, INCLUDING REASONABLE ATTORNEY'S FEES, BUT EXCLUDING THOSE ARISING FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, WE (PBGFS) LEASE THE KIOSK TO YOU "AS IS," "WHERE IS" AND "WITH ALL FAULTS." WE (PBGFS) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT WITH RESPECT TO THE SHIPPING SOLUTION KIOSK(S) OR SERVICES FURNISHED HEREUNDER. PITNEY BOWES' TOTAL LIABILITY (INCLUDING ANY LIABILITY OF ITS SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU TO PBI FOR THE APPLICABLE KIOSK(S) OR SERVICES PROVIDED HEREUNDER IN THE 12 MONTHS BEFORE THE EVENT THAT GIVES RISE TO THE CLAIM. NEITHER PITNEY BOWES NOR ITS SUPPLIERS IS LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA, OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.

**14. 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 the applicable administrative fee assessed on delinquent accounts. You also agree to pay interest on any payment delinquent under this Lease from its due date until paid in full at the lesser of 18% per year or the maximum rate allowed by law. For each dishonored or returned payment item, check or draft, you will be assessed the applicable returned item fee.

**15. Default.** You are in immediate default if you do not make any payment when due, you breach any other obligation under this Agreement, you become insolvent or file for bankruptcy, or are in default under any agreement with PBI or PBGFS.

**16. Remedies.** Upon your default, we may: (a) cancel this Agreement and any other agreements PBGFS or PBI has with you; (b) require immediate payment of all payments due under a Lease(s) or other agreements, whether accrued or due in the future; (c) disable the Meter; (d) require you to return the Kiosk and Meter; (e) if you do not return the Kiosk and Meter, require you to make immediate payment of an amount equal to the remaining value of the Kiosk or Meter at the end of the Lease Term, as determined by us; (f) charge you a late charge for each month that your payment is late; (g) charge you interest on any late payment from its due date until paid in full at the lesser of 18% per year or the maximum rate allowed by law; (h) charge you a check return fee for payments made by you with insufficient funds; (i) reasonably attempt to mitigate our damages and costs in the event of your default, although you acknowledge that we are not obligated to do so; and (j) pursue any other remedy, including repossessing the Kiosk without notice to you. By repossessing the Kiosk or Meter, we are not waiving our right to collect the balance due. You will pay all our costs, including attorneys' fees, in enforcing our rights against you. We reserve all of our rights against you even if we do not enforce them at the time you

default. All of our rights and remedies are cumulative and are not conditioned upon your default continuing.

**17. Software License.** Software provided hereunder (including without limitation software that may be embedded on the Kiosk) (the "Software") is provided under this limited use software license. Client acknowledges and agrees that with respect to the "Software": i) Client may use the Software solely in connection with the Kiosk; ii) Client is prohibited from transferring or distributing the Software, as well as using the Software for any service bureau activities or on any local or wide area network LAN; iii) Client is prohibited from reverse assembly, reverse compilation and other translation of the Software or any portion (to the extent not otherwise forbidden by law without the possibility of waiver); iv) the Software, including all parts, provided under this agreement are copyrighted and licensed (not sold), and that Pitney Bowes does not transfer title to the Software or any parts to Client; and v) the Software, including all parts, may contain or be derived from portions of materials provided by a third party under separate license, and that such third parties disclaim all warranties, express or implied, with respect to the use of such materials including, without limitation, the implied warranties of merchantability and fitness for a particular purpose; and vi) the limitation of liabilities section also applies to any third-party supplier of materials supplied to Client; that such limitations of liabilities applicable to Pitney Bowes and Pitney Bowes' third-party suppliers are not cumulative, and that such third party suppliers are intended beneficiaries of such section. Various third party software and other documentation ("Third Party Content") may have been incorporated into the Kiosk by Pitney Bowes under permission from Pitney Bowes licensors and suppliers. Special terms applicable to the Third Party Content are included in Third Party Software License Provisions Schedule to this Lease, and Client agrees to be bound by and to comply with such terms. Any terms in such schedule that are inconsistent with, or in addition to, the terms of the rest of this Lease will control with respect to the Third Party Content.

**18. Kiosk Condition and Repairs.** You will keep the Kiosk free from liens and encumbrances and in good repair, condition, and working order. We may inspect the Kiosk and any related maintenance records during Normal Working Hours. You may not move the Kiosk from the location specified on the Order without our prior written consent.

**19. Risk of Loss and Insurance: ValueMAX®.** You bear the entire risk of loss to the Kiosk from the date of shipment by PBI until the Kiosk is returned to and received by us, regardless of cause, ordinary wear and tear excepted ("Loss"). No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss. To protect the Kiosk from loss, you will either (i) keep the Kiosk insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance") or (ii) be enrolled in PBGFS' ValueMAX program. YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE. If you do not provide evidence of insurance and have not enrolled in our program (ValueMAX), we may include the Kiosk in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice. We will provide written notification reminding you of your insurance obligations described above. If the Kiosk is included in the ValueMAX program and any damage or destruction to the Kiosk occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Kiosk. We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

**20. Computation of Payment: Invoices.** You acknowledge that the amount of each lease payment has been agreed upon in an arms-length negotiation 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, Kiosk purchasing and pick-up, support services, lease origination and other lease or Kiosk 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 Quarterly Payment, and taxes paid by us upon Kiosk purchase, are capitalized and paid by you over the Stated Term. We may increase your Quarterly Payment if any Pitney Bowes Payments increase. Your Meter rental is cancelable on 30 days notice as provided in your Kiosk Guide. If indicated on the Order, you have agreed to make a payment ("Support Services Payment") to Pitney Bowes for items such as Kiosk installation, training, consulting services, systems integration and data

conversion, and other support services ("Support Services"). The Support Services Payment is non-refundable.

**21. Origination Fee.** Unless paid by you separately, a one-time fee to cover the origination, documentation, processing and certain other initial costs associated with this Lease is included as a capitalized amount in computing your Quarterly Payment.

**22. Initial Lease Payment.** At our discretion, you will pay your first Quarterly Payment upon your execution of this Lease. When we receive this payment, it will be applied immediately to your obligation to make your first Quarterly Payment.

**23. Client 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 Kiosk to reduce our damages including our realization of the remaining value of the Kiosk, or which may otherwise limit or modify any of our rights or remedies. You agree that the rights and remedies under UCC Article 2A (Sections 508-522) do not apply to this Lease. 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.

**24. Survivability.** Your obligations under Section 3 (payments), Section 12 (taxes), Section 13 (limitation of liability) and Section 16 (remedies) survive termination or cancellation of this Lease.

**25. Entire Agreement and Severability.** This is the entire agreement between Pitney Bowes and Client and is intended by the parties as an agreement to lease the Kiosk. No prior statements or understandings, even if reduced to writing, or other prior documents are effective if they are inconsistent with this Lease, or if they obligate Pitney Bowes in any way beyond what is written here. Any terms of any other document which add to, vary from, or conflict with these terms are hereby objected to and are not binding on Pitney Bowes. If any provision of this Lease is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of this Lease shall remain enforceable. Failure to enforce any rights hereunder or under law, irrespective of the length of time for which said failure continues, will not constitute a waiver of those or any other rights.

**26. Force Majeure.** Pitney Bowes will not be held responsible or incur any liability for any delay or failure in performance hereunder 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, epidemic or other similar types of situations.

**27. Confidentiality.** "Confidential Information" means information of a party hereto which is furnished to the other party. The terms of this Lease are considered Confidential Information. All Confidential Information will be maintained in confidence and remain the sole property of the disclosing party and will be protected by the receiving party in the same manner and with the same degree of care (but in no event less than a reasonable degree of care) as that party uses in protecting its own information of a confidential nature. Each party agrees that it will not disclose, use, modify, copy, reproduce or otherwise divulge such Confidential Information other than to fulfill its obligations under this Lease. Confidential Information does not include information (a) already lawfully known to or independently developed by the receiving party without use of or access to the other party's Confidential Information, (b) disclosed in published materials that

are made generally available, (c) generally known to the public without a violation of this Lease, or (d) lawfully obtained from any third party without an obligation to keep such information confidential. Neither party will disclose to third parties, other than its agents and representatives on a need-to-know basis, Confidential Information without the prior written consent of the other party, except the receiving party may disclose such information to the extent required by law or regulation so long as the receiving party gives the disclosing party advance written notice of the pending disclosure and the chance to limit the disclosure or obtain a protective order. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession.

**28. Acceptance and Choice of Law.** This Lease is subject to final acceptance by Pitney Bowes, at its offices in Stamford, CT. This Agreement is governed and construed in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles.

**29. Relationship of the Parties.** In fulfilling its obligations under this Lease, each party hereto will be acting as an independent contractor. This Lease does not make either party the employee, agent, or legal representative of the other. Nothing herein will be deemed to establish a partnership, joint venture, association or employment relationship between the parties.

**30. Miscellaneous.** If more than one Lessee is named in this Lease, liability is joint and several. You represent that you may lawfully enter into, and perform, this Lease and Kiosk Warranty and Maintenance Schedule, and that the individuals signing this Lease and Kiosk Warranty and Maintenance Schedule on your behalf have all necessary authority. You, and any guarantor signing the Order or any documents executed in connection with this Lease, agree to furnish us financial information upon request. Each of these persons authorizes us to obtain credit reports on them now and in the future.

Client agrees that Pitney Bowes may run advertising/promotional messages on the Kiosk, and Client shall have no right to review the content of any such advertising/promotional messages, nor any right to share in any resulting revenues.

Client will identify, assign and maintain an on-site Key Operator and will give prompt notice to Pitney Bowes of any change in the identity of the Key Operator. The Key Operator is the primary contact at the site for information concerning the Kiosk.

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 WILL CONSTITUTE THE ONLY ORIGINAL DOCUMENT FOR ALL EFFECTIVE PURPOSES. ALL OTHER COPIES ARE 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, will not constitute a waiver of our rights, or an accord and satisfaction, unless accompanied by a separate agreement executed by both parties.

### **KIOSK WARRANTY AND MAINTENANCE SCHEDULE**

The Kiosk Warranty and Maintenance Schedule exclude Third Party Software.

#### **1. How To Contact Us.**

- 1.1 To obtain maintenance or emergency repair service, please either:
  - (a) place a request for service on PBI's website at www.pb.com, under customer support; or
  - (b) call PBI's toll-free response center (the "Client Care Center") at 1-800-690-7219 during Normal Working Hours.
- 1.2. In the event you wish to cancel your Meter rental after the Initial Term, please send written notice by mail to: Pitney Bowes Inc., 2225 American Drive, Neenah, WI 54956.

**2. Kiosk Maintenance Service.** The parties acknowledge and agree that the Lease includes Kiosk Maintenance in the lease payments and Pitney Bowes agrees to provide you, at no additional cost beyond the amount included in the applicable lease payments, with maintenance and emergency repair service on the relevant Kiosk as required due to normal wear and tear. Repair service may include the use of new, reconditioned or remanufactured parts and assemblies. If we deem it necessary, we will dispatch a service technician to arrive at your location for on-site service. You will not incur

hourly charges unless service is performed outside Pitney Bowes' Normal Working Hours, which will be done only with your consent. We may, in our sole discretion, service the Kiosk(s) by replacing it with a new or equivalent to new Kiosk that has the same performance capabilities as the Kiosk or with a Kiosk that has greater performance capabilities and similar quality as your leased Kiosk(s). In the event that we elect to service the Kiosk(s) by replacement, you must pack the defective Kiosk(s) in the shipping carton that contained the replacement Kiosk(s), place the pre-paid return address label on the carton, and return it to Pitney Bowes within five (5) days of receiving the replacement Kiosk(s), and you will be responsible for the returned Kiosk(s) until we receive the same. Maintenance or repairs made necessary due to negligence, accident, casualty, operator error, damage in transit, virus contamination, loss of data, misuse (including use in an environment with unsuitable humidity and/or line voltage), external forces, loss of electrical power, power fluctuation, loss of connectivity, non-Pitney Bowes service or the use of supplies not meeting our specifications are not covered. Any required service or maintenance of the Kiosk mailbox and topper are not covered. Any service or maintenance required of the Kiosk topper or mailbox will be billed at Pitney Bowes usual service rate. You are also responsible for cleaning the external area and area immediately adjacent to the Kiosk. Lubricants and other materials needed to service the Kiosk (except consumable supplies) will be provided without additional charge.

**3. Software Maintenance.** The Lease includes Software Maintenance in the lease payments, Pitney Bowes will provide you, at no additional cost beyond the amount included in the applicable rental fee, with updated versions (i.e., fixes and minor enhancements (including postal or carrier rate changes, Zip or zone changes, and changes in service provided by carriers), of any software programs included in the relevant Kiosk and licensed to you by Pitney Bowes. Pitney Bowes may alter or change the services provided under this paragraph, or terminate such services, at its discretion. If you terminate any software license agreement associated with a Kiosk included in a Kiosk Schedule to which this Service Agreement is subject or, if you breach any such software license associated with a Kiosk included in a Kiosk Schedule to which this Service Agreement is subject and fail to cure said breach within 30 days of receiving notice, Pitney Bowes will terminate its performance and disable the Kiosk.

**4. Waiver of Rights.** IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER AND HOWEVER CAUSED, OR FOR ANY LOST PROFITS, SAVINGS, OR REVENUES OF ANY KIND, OR FOR LOST DATA OR DOWNTIME, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

### **METER RENTAL PROVISIONS SCHEDULE**

The following provisions apply whenever you acquire a Meter from Pitney Bowes. Other terms may also apply, depending on the transaction.

1. **Meter Rental.** Pursuant to United States Postal Service ("USPS") regulations, Pitney Bowes must own the Meter (which includes the postal security device and (i) the user interface or keyboard and display and the print engine or (ii) the application platform, the system controller and the print engine, as applicable), and you may use it solely for the purpose of offering self service postage fulfillment through the Kiosk covered hereunder provided that you have a valid USPS® meter license and you comply with (i) these terms and conditions and (ii) all applicable USPS regulations.

2. Your rental fees are in the Rental and Fees Schedule. Immediately following any termination, you must return the Kiosk and Meter to Pitney Bowes in the same condition as you received it, reasonable wear and tear excepted. Your or Meter may require periodic rate information updates under our Soft-Guard® program. Pitney Bowes reserves the right to recover or disable the Meter and/or terminate this use at any time and for any reason. Tampering with or misusing the Meter is a violation of federal law. You must use only Pitney Bowes supplies. The collection of information from meter licensees is authorized by law. It will be used to administer postage meter activities. As a routine use, certain information may be disclosed to the public, to the USPS, to an appropriate law enforcement agency or court for investigative or prosecutive purposes, to a congressional office at your request, to a labor organization as required by the NLRA, and where pertinent, in a legal proceeding to which the USPS is a part. From time to time, we may access or download information remotely from the mailing system Kiosk to provide us with information about postage usage amounts and patterns and other information. Such information enables us to provide you with and information about other products and services that may be of use to you, and some of the access and/or information may be necessary in order to conduct an inspection as required by USPS regulations. We may be required to convey certain personally identifiable data about customers and users of the Kiosk to the USPS and reserve the right to do so. From time to

time, we may elect in our sole discretion to share aggregate data about our clients' postage uses with third parties.

3. You may not move the Kiosk or Meter to a different location without Pitney Bowes' prior express written authorization.

4. We are not responsible for the results of any malfunctions of any part of the communication link (i.e., telephone lines connecting the Meter with the USPS data system). If the USPS discontinues a service you have selected, we will discontinue such service automatically.

5. Below are additional terms and conditions that are required of Client to meet certain USPS security and functional requirements. In the event of a conflict between the other terms of the Agreement and this Exhibit, the terms of this Exhibit control.

5.1. Client acknowledges and agrees that the USPS may inspect any facility, which contains a computer system hosting Pitney Bowes Software that interfaces with the applicable online server, as part of a review of the security infrastructure of the service.

5.2. Client acknowledges and agrees that Pitney Bowes will monitor the use of service hereunder for various fraud scenarios -- for example, abuse of reprints; that Pitney Bowes may notify the USPS immediately upon determination of potential fraud and that Pitney Bowes may terminate service for the end user and/or Client, if so directed by the USPS.

5.3. Client represents and warrants that it will provide secure connection between its location and the Internet. Client agrees to not disable or otherwise modify the security software provided by Pitney Bowes or to modify or otherwise cause the secure (encrypted) data link between Client and Pitney Bowes to be compromised.

### **THIRD PARTY SOFTWARE LICENSE PROVISIONS SCHEDULE**

1. **Grant of License Rights.** The Kiosk has embedded or bundled within it certain software and related technology and documentation owned by third parties including those owned by Netkey, Inc. ("Netkey"). Netkey's technology comprises both applications for kiosk front-end interfaces known as Netkey Designer® ("Netkey Designer") and a technology platform for kiosk back-office and network management known as Netkey Manager® ("Netkey Manager"). Pitney Bowes has entered into an agreement allowing Pitney Bowes to provide certain specified rights to Netkey Designer and Netkey Manager (the "PBI Agreement"). At all times subject to the terms and conditions of this Agreement and the PBI Agreement and the payment of the applicable license fees, Pitney Bowes grants to Client in connection with the Kiosk only, the non-exclusive, non-transferable, non-assignable license rights to use and operate: (a) the object code form of Netkey Designer as

required for kiosk content and kiosk application development and editing; and (b) Netkey Manager in both its client side, runtime and server-side components. The term "use" means the right to perform all functions associated with the operation of software in a processing system, and all such uses shall be in conjunction with the Kiosk only.

2. **Restrictions and Conditions.** If Client has purchased a license for the Netkey Designer, Client will only permit those employees, consultants or agents of Client who have executed a confidentiality agreement or are otherwise bound to duties of non-disclosure and restrictions on use of confidential information (each, an "Authorized Recipient") to exercise the license rights granted to Client under Section 1.1(a) hereof and shall be responsible for the acts and omissions of each Authorized Recipient. Client

may only make one (1) copy of the object code of the Netkey Designer solely for backup or archival purposes. Client will not have any right to make (and is hereby expressly prohibited from undertaking) the establishment, authorization or appointment of any third party to act as a sub-dealer, sub-distributor, sub-reseller, sub-agent or sublicensee of Client hereunder or to otherwise enter into any type of relationship or confer any right whereby a third party acts for or on behalf of Client in the exercise of Client's license rights hereunder. Client will not modify, translate, reverse engineer, disassemble, decompile or create derivative works based on the Netkey Designer or Netkey Manager, and will not reproduce, except as otherwise permitted herein, the Netkey Designer or Netkey Manager. All applicable rights to any intellectual property in the Netkey Designer and Netkey Manager or any modifications or derivative works are and will remain in Netkey. Client will not obscure or conceal, and will at all times use and

display, all proprietary and intellectual property rights notices of Netkey and any Netkey affiliate as they appear on or in any materials provided to Client.

**3. Proprietary Information.** Client agrees that the Netkey Designer and Netkey Manager may contain proprietary information, including trade secrets, know-how and confidential information, that is the exclusive property of Netkey. Client and its employees and agents will maintain such proprietary information in the strictest of confidence and will not distribute, disclose or otherwise make available such proprietary information, including, but not limited to, any flow charts, logic diagrams, user manuals and screens, to any third party nor use such proprietary information except as authorized by this Agreement. Such restrictions and obligations will not apply to any information that is or becomes generally available to the public through no fault of Client.