



**AMENDMENT NUMBER FIVE  
TO REGIONAL COOPERATIVE CONTRACT RCA 017-18010007  
BETWEEN  
THE COUNTY OF ORANGE  
AND  
PITNEY BOWES INC  
FOR MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE**

This Amendment Number Five (“Amendment”) to Contract RCA-017-18010007 for Mailroom Equipment, Supplies and Maintenance, is made and entered into between the County Orange, a political subdivision of the State of California (“County”) and Pitney Bowes, Inc. with a place of business at 3001 Summer St., Stamford, CT 06905-4316 (“Contractor”), with County and Contractor sometimes referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

**WHEREAS**, County and Contractor entered into a Regional Cooperative Agreement RCA-017-18010007 hereinafter (“Original Contract”) commencing on October 1, 2017 through and including May 14, 2019, for Mailroom Equipment Supplies and Maintenance; and,

**WHEREAS**, Parties issued Amendment One to incorporate NASPO Value Point Contract No. ADSPO16-169897 Amendment Two, Three, Four, and incorporate revised Article Q - Change of Ownership/Name, Litigation Status, Conflicts with County Interests”; and,

**WHEREAS**, Parties issued Amendment Two to renew Contract RCA-017-18010007 for one (1) additional year, effective May 15, 2019 through and including May 14, 2020; and,

**WHEREAS**, Parties issued Amendment Three to incorporate lease, rental and meter terms to reflect updated accounting terms to comply with US General Accepted Accounting Principles (GAAP) as set forth in revised Attachment B.2, B.3 and C, and incorporate Pitney Bowes August 2019 Price Book; and,

**WHEREAS**, Parties issued Amendment Four to renew Contract RCA-017-18010007 for one (1) additional year, effective May 15, 2020 through and including May 14, 2021; and,

**WHEREAS**, Parties desire incorporate NASPO Value Point Contract No. ADSPO16-169897 Amendment Seven to reflect updated Pitney Bowes Price Book that include product additions.

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, both County and Contractor agree to the Contract as follows:

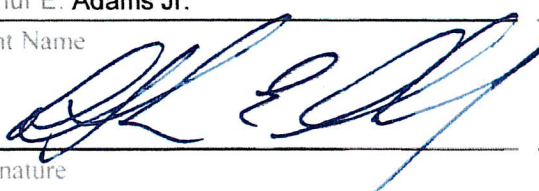
1. Amend and incorporate NASPO Value Point Contract No. ADSPO16-169897 Amendment Seven to reflect updated Pitney Bowes Price Book that include product additions.
2. The pricing and terms apply to new installs occurring after the execution date of this Amendment.
3. All terms and conditions contained in this Amendment are incorporated by this reference into the Contract. This Amendment modifies the Contract only as expressly set forth above. This Amendment does not modify, alter or amend the Contract in any other way whatsoever.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

The Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

PITNEY BOWES INC

Arthur E. Adams Jr.	Director, Government Contract Compliance
_____ Print Name	_____ Title
	September 15, 2020
_____ Signature	_____ Date

_____ Print Name	_____ Title
_____ Signature	_____ Date


*\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The **first corporate officer signature** must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President*

*The **second corporate officer signature** must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

*In the alternative, a **single corporate signature** is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

\*\*\*\*\*

COUNTY OF ORANGE, a political subdivision of the State of California

Rita Gore	Deputy Purchasing Agent
_____ Print Name	_____ Title
	September 17, 2020
_____ Signature	_____ Date

**SIGNATURE AUTHORITY DELEGATION**  
**PITNEY BOWES NORTH AMERICA MAILING (FOR U.S. ONLY)**  
**(Effective as of April 26, 2018)**

I delegate the authority to sign U.S. customer contracts on behalf of the Pitney Bowes North America Mailing division as well as any other documents needed to fulfill the contract, to the individuals with the titles listed below. **This delegation supersedes all previous delegations and is limited to signing contracts and related documents that comply with all applicable laws, regulations, corporate policies, business unit guidelines, and risk matrices and policies.**

**PITNEY BOWES NORTH AMERICA MAILING, INCLUDING GLOBAL SERVICE, AND INTEGRATED SERVICE AND SOLUTIONS**

Senior Vice President of Global Sales, Global SMB Solutions – All amounts  
Vice President Finance, Global SMB Mailing - All amounts  
Director II Financial Planning & Analysis, Pitney Bowes North America Mailing – All amounts  
Director Decision Support, Pitney Bowes North America Mailing – All amounts

**PITNEY BOWES NORTH AMERICA MAILING, INCLUDING GLOBAL SERVICE**

Vice President, Global Business Operations, SMB – All amounts  
Vice President, Business Management - SMB – All amounts  
Director, Government Contract Compliance - (for all WSCA/NASPO related agreements only) - All amounts  
District Directors – (for Pitney Bowes Inc. form non-disclosure agreements only)  
Regional Vice President, SMB Sales – (for Pitney Bowes NA contracts under \$100K only)

**GLOBAL SERVICE AND INTEGRATED SERVICE AND SOLUTIONS**

Vice President, Global Service, Americas (for Global Service only) – All amounts  
Senior Director, Global Technical Support, Global Service – (for Global Service only) – All amounts  
Senior Director Professional Services, Global Service – (for Global Service and Integrated Service and Solutions only) – All amounts  
Director, Integrated Service and Solutions, Spokane Customer Operations (for Integrated Service and Solutions only) – Contract values up to \$20,000

**SMB GLOBAL PRODUCT MANAGEMENT**

Senior Vice President, Global SMB Products & Strategy – All amounts  
Vice President, Global Product Management, SendPro Solutions - All amounts  
Director Mail Center Solutions, SMB Mail Creation & OEM – All amounts  
Director SMB SaaS and Digital Apps - (for Software (including OEMs) and Mailstream on Demand™) – All amounts

**NORTH AMERICAN DEALER OPERATIONS**

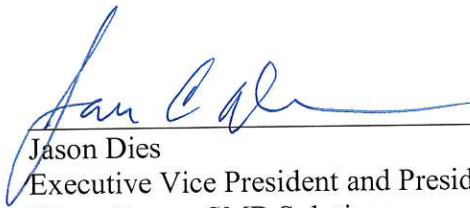
Vice President, New Business, NA SMB - (North American Dealer Operations only) – All amounts  
Manager, Customer Service Operations - (for Dealer agreements only) – Contract values up to \$5000

**SUB-DELEGATION AUTHORITY**

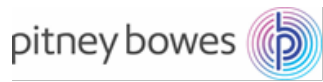
The individuals with the titles listed below are authorized to delegate any part of their authority in writing to other individuals for *single transactions or scheduled absences*. This authority cannot be further delegated down.

Senior Vice President of Global Sales, Global SMB Solutions  
Vice President Finance, Global SMB Mailing  
Vice President, Global Business Operations, SMB  
Vice President, Business Management - SMB  
Vice President, Global Service, Americas  
Senior Vice President, Global SMB Products & Strategy  
Vice President, New Business, NA SMB

This delegation of authority is valid until it is revoked in writing.

A handwritten signature in blue ink, appearing to read "Jason Dies", is written over a horizontal line.

Jason Dies  
Executive Vice President and President  
Pitney Bowes SMB Solutions



## ON-DEMAND SUBSCRIPTION SERVICES AGREEMENT

Thanks for using our on-demand subscription services. These terms define the terms and conditions under which you're allowed to use the SendPro Analytics on-demand subscription services and how we'll treat your account while you're utilizing the on-demand subscription services. If you have any questions about our terms, feel free to [contact us](#).

We'll start with the basics, including a few definitions that should help you understand this agreement. This On-Demand Subscription Services Agreement for SendPro Analytics (this "Agreement") is between you and Pitney Bowes Inc. ("we", "us", and "our"). Your on-demand subscription services may also require one or more Statements of Work (each a "SOW").

The web sites through which you access the on-demand subscription services (each a "Site"; the on-demand subscription services and the Sites are collectively called the "Services") are owned and operated by us or our vendors.

### 1. Eligibility

In order to use the Services, you must provide true, complete and up to date contact information for so long as you access the Services. You won't use the Services in a way that violates any laws or regulations, including any relating to data protection and privacy. We may refuse service or close your account if you fail to comply with this Agreement.

### 2. Use of the Service

a) As long as you continue to comply with the terms of this Agreement, we grant you a non-exclusive, non-transferable license to access and use the Services for the number of months, and for up to the number of users, transactions, or other volume metrics specified in the Order. If applicable, you may upgrade your plan for additional fees. We are licensing the Services to you, and we reserve all rights to the Services not expressly granted to you in this Agreement.

b) You agree that you will use the Services only for business or commercial purposes and not for personal, family or household purposes.

c) You won't use the Services for or make the Services available to any third party. In addition, you agree not to use the Services to send infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the Services. Disruptions include but are not limited to denial of service attempts, distribution of advertising or chain letters, propagation of computer worms and viruses, or use of the Services to make unauthorized entry to any other device accessible via the Services. For the Services and related software, you will not (i) make derivative works; (ii) sublicense, sell, rent, lease, lend, timeshare, disclose, transfer or host the Services, documentation or any other confidential or proprietary information to or for any other parties; (iii) use the Services to modify or reproduce a third party's materials unless you have the legal right to do so; (iv) distribute any part of the Services over any network, including a local area network; or (v) extract any data from the Services and use such data for any purpose other than for your use of the Services.

d) If you are delivered software for on premise installation as part of the Service (“Software”) the following additional terms apply: You won’t (i) reverse engineer, decompile or disassemble the Software; (ii) make copies of the Software, other than a reasonable number of copies for use for disaster recovery purposes; and (iii) separate the components of the Software, or install and use such components separately and independently of the Software they comprise.

e) If you do not comply with this Section 2, you will be in material breach of this Agreement, and we will have the right to immediately terminate your use of the Services.

### **3. Term and Termination; Suspension**

a) The term of this Agreement begins on the effective date of the Order and will remain in effect for each Service for the duration of the Order or SOW applicable to such Service. Each Order or SOW will be effective as of the date in such Order or SOW and will remain in effect until its expiration or until your account is closed. If this Agreement is terminated, any Order entered into beforehand will, unless terminated under another provision of this Agreement, remain in effect for its entire term and this Agreement will remain in effect for the Order until its termination.

b) Except as set forth in an Order, SOW or Product Terms , you may terminate your account at any time and for any reason by giving thirty days’ notice to us.

c) We may at any time without notice: i) refuse to accept your Orders or any part of any Orders for the Sites and/or Services; or ii) move, suspend or terminate all or any part of the Sites and/or Services; or (iii) terminate your account, if we determine, in our sole discretion, that you have violated any of your obligations hereunder, or if you violate any laws in connection with your use of the Sites or the Services or if a regulatory authority requires us to do so.

d) Once your use of a Service is terminated, (i) we may permanently delete your account and all the data associated with it, in accordance with our records management policies and as permitted by applicable law, (ii) you must immediately stop using the Service and Software, and remove any Software from the computers on which it was installed, (iii) each party will promptly return or destroy all confidential information of the other party; and (iv) your access to the Service will continue through the current billing period for access to the Service (the “Billing Period”) for which you have paid in advance, unless you have failed to comply with this Agreement, in which case your access will be immediately revoked. You won’t be entitled to a refund from us under any circumstances.

e) Termination of this Agreement will be in addition to and not in lieu of any other legal or equitable remedies available to us.

### **4. Changes**

We may change the Services and any features from time to time, and if such changes are material, we will notify you by sending an email to the last email address you gave to us. If you do not wish to continue using the modified Services, you may terminate your use of the Service, effective the last day of the current Billing Period for which you have paid in advance. We may change any terms of this Agreement by sending an email to the last email address you gave to us; provided, however, that if the Order includes the lease of equipment. The new terms will be effective on the first day of the next Billing Period and will apply thereafter. By continuing to use the Services after any such changes, you agree to be bound by such changes. If you do not wish to agree to the new terms or the new fees, you must stop using that portion of the Services affected immediately.

## **5. Account and Password**

By registering for the Services, you will be prompted to establish certain passwords and provide other access information to enable you to use the Services. You represent that you have all necessary authority to establish an account with us on behalf of the business. The account name, password and access information is confidential information and should be used solely by you to access your account and use the Services. You are responsible for keeping your account name, password and access information confidential. You will take all reasonable steps to prevent unauthorized access to your account and you will immediately notify us of any unauthorized use of your accounts or any other breach of security. We aren't responsible for any losses due to stolen or hacked passwords.

## **6. Account Disputes**

We don't arbitrate disputes over who owns an account. You won't request access to or information about an account that's not yours. We decide who owns an account based on the information that has been provided to us with respect to the account, and if multiple people or entities are identified, then we will rely on the contact information listed for that account.

## **7. Fees; Payment Terms**

a) You will pay the fees for the use of the Services which are posted on the Sites or described in an Order or SOW. These fees do not include: (i) any applicable sales, use or other taxes, which will be separately identified on your invoice; (ii) usage-based fees for the Services, which will be separately identified on your invoice, and (iii) charges for any services not contemplated by this Agreement, such as special programming, which may be available upon request and are subject to our then-current rates. Except as provided in an Order or SOW, your subscription for the use of the Services will be billed in advance with the first payment due at the time of registration and with each subsequent payment due on the due date specified in the invoice for the payment.

b) We will automatically charge your payment source the cost of your subscription at the beginning of each Billing Period. Please note that we may receive updated billing information regarding your credit card account or other payment source and you consent to us receiving such updates.

## **8. Personal Information**

If any of the Services collects or stores individually identifiable personal information, then we will comply with our privacy statement located at <http://www.pitneybowes.com/us/legal/privacystatement.html> as it may be updated by us from time to time (the "Privacy Statement").

## **9. Trademarks**

Pitney Bowes, the Pitney Bowes logo, and associated brand names and domain names are our intellectual property in the United States and other countries. All marks not owned by us are the property of their owners. You may not use, and nothing contained on the Sites or in this Agreement grants any right to use, any trademark displayed on the Site without our written permission or from the owner of the trademark. In addition, except as explicitly set forth in this Agreement, you will not use any copyrighted work displayed on the Sites or any of our other intellectual property without our prior written consent.

## **10. Feedback; Data**

- a) You grant to us (and our affiliates and vendors, if applicable) the right to use the data you provide to us as necessary to provide the Services and as provided in our Privacy Statement. We reserve the right to use, without limitation, any anonymized or aggregated data that does not identify you or any user of the Service relating to use of the Service. We retain the right to use data derived from your use of the Service for our internal purposes and for the purposes of performing analytics on the Service, or for improving or enhancing the Service or other products or services offered by us to our customers, all in accordance with the Privacy Statement.
- b) You assign to us all right, title, and interest (including all rights in copyright and resulting patents) in any data, feedback, suggestions, and written materials provided to us related to your use of the Services.
- c) You'll ensure that you have the appropriate rights to (including the right to provide to us) all data, files, materials or other information that you provide to us in connection with our provision of the Services.

## **11. LIMITATION OF LIABILITY**

- a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE SERVICE AND WE WILL NOT BE LIABLE FOR ANY SUCH LOSS. IF THE WAIVER OF LIABILITY IN THE PREVIOUS SENTENCE IS NOT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS MADE RELATING TO YOUR USE OF OR INABILITY TO USE THE SERVICE IN ANY BILLING PERIOD WILL BE NO MORE THAN WHAT YOU PAID US TO PROVIDE THE SERVICE FOR THE PREVIOUS BILLING PERIOD.**
- b) WE WON'T BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST POSTAGE, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION OR LOST DATA YOU MAY SUFFER UNDER ANY CIRCUMSTANCES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.**

## **12. INDEMNITY**

**WE WILL NOT BE RESPONSIBLE FOR, AND WILL NOT INDEMNIFY AND HOLD YOU HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING IN ANY WAY FROM YOUR USE OF THE SERVICE OR RELATED TO ANY BREACH OF THIS AGREEMENT BY YOU OR ANY USER AUTHORIZED BY YOU. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU AND YOU AGREE TO COOPERATE WITH US IN MAKING THE DEFENSE. THIS SECTION 13 WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT OR AN ORDER INDEFINITELY.**

- 13. SERVICE AVAILABILITY; DISCLAIMERS**
- a) YOUR ACCESS TO AND USE OF THE SERVICES MAY BE INTERRUPTED FROM TIME TO TIME FOR VARIOUS REASONS, INCLUDING MALFUNCTION OF EQUIPMENT, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SITES, OR OTHER ACTIONS THAT WE MAY ELECT TO TAKE.**



**b) We represent and warrant that we have the right to grant to you the rights granted hereunder. We represent and warrant that the Service will materially conform to the written specifications provided by us. We do not warrant the operability or accuracy of any content or data you provide that is processed by us. EXCEPT AS EXPRESSLY STATED HEREIN TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND THE CONTENT ON THE SITES, INCLUDING ANY THIRD PARTY SERVICE OR DATA, ARE PROVIDED BY US "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY AND NON-INFRINGEMENT. WE DON'T GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT WE WILL CORRECT ALL ERRORS.**

#### **14. Third Party Sites**

The Sites and this Agreement may contain links to third party websites, including links to the websites of carriers ("Linked Sites"). The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site, including any link contained in a Linked Site, or any changes or updates to a Linked Site. You should contact the site administrator or webmaster for those Linked Sites if you have any concerns regarding such links or the content located there.

#### **15. Compliance with Laws**

Each party will comply with all applicable federal, state and local laws, rules and regulations, including export regulations and privacy laws. You will be solely responsible for the content of all data submitted to us in connection with our provision of the Services and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such data.

#### **16. Assignments**

You may not assign any of your rights under this Agreement to anyone else. We may assign or subcontract our rights to any other individual or entity at our discretion.

#### **17. U.S. Government Restricted Rights**

If you are an agency of the United States Government, use of the Services by the Government constitutes acknowledgment of our proprietary rights in software contained in the Services, and such software will be: (i) deemed "commercial computer software" or "commercial computer software documentation" and the Government's rights with respect to such software and documentation are limited by this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable, or their successors; and (ii) subject to "RESTRICTED RIGHTS," as described in FAR52.227-14 and/or DFAR252.227-7013 et seq., as applicable. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in these regulations.

#### **18. Choice of Law; Arbitration; WAIVER OF JURY TRIAL**

- a) This Agreement will be governed by the laws of the State of California without regard to its principals of conflict of laws.
- b) Intentionally Omitted.
- c) Intentionally Omitted
- d) This Section 18 will survive any termination of this Agreement or an Order indefinitely.

## **19. Force Majeure**

Except for a party's payment obligations, neither party will be liable for any delays or failure in performance from any cause beyond their control. This includes acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, strikes, power disruptions, and any disruption of internet service not caused by us.

## **20. Notices**

Notices under this Agreement will be effective (i) in the case of a notice to you, when we send it to the last email or physical address you gave us or any address you may later provide; (ii) in the case of a notice to us alleging a breach of this Agreement, when delivered to us by email to [legalnotices@pb.com](mailto:legalnotices@pb.com) or by overnight courier or delivered in person to Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 along with a copy to our legal counsel: Attn. Chief Legal Officer and Corporate Secretary, or any addresses we may later provide; and (iii) in the case of any other notice to us, when delivered to us by physical mail to Pitney Bowes Inc., EVP & President, Pitney Bowes Sending Technology Solutions, 3001 Summer Street, Stamford, CT 06926 or when you create a case at <https://www.pitneybowes.com/us/contact-us.html> (follow the instructions under "how to create a case").

## **21. Independent Contractor**

Nothing contained in this Agreement will be construed to constitute either party as a partner, joint venturer, co-owner, employee or agent of the other party, and neither party will hold itself out as such.

## **22. Miscellaneous**

Neither party will be subject to pre-printed or standard terms contained on any purchase order or other purchasing document, and we specifically disclaim such terms. If there's a conflict between the Product Terms and any other provision of this Agreement, the Product Terms will govern and control. Each Party will cooperate with the other and take such other actions as may reasonably be requested from time to time in order to carry out the intent and accomplish the purposes of this Agreement, including our right to verify your compliance with this Agreement and any Orders at all locations which you access the Services. If we don't immediately take action on a violation of this Agreement, we're not giving up any rights under this Agreement, and we may still take action at a later point.

# DI2000™ TERMS AND CONDITIONS

The following provisions apply when you buy or lease the DI2000™ inserting system (the “**System**”) and are in addition to the Pitney Bowes Terms. These System terms, the executed order (the “**Order**”) and your State Participating Addendum (which incorporates the NASPO ValuePoint Master Agreement ADSPO16-169897, as amended, and the Pitney Bowes Terms) make up your agreement with Pitney Bowes (the “**Agreement**”). Capitalized terms not defined below will have the same meanings set out in the Pitney Bowes Terms.

## D1. SYSTEM FEES

D1.1 System Fees. We will invoice you the System fees listed on the Order. You agree to provide accurate information about base and measured usage rates to us. If the information is not accurate, we reserve the right to estimate such usage and make adjustments based on actual usage on your next invoice.

## D2. SYSTEM MAINTENANCE SERVICES

D2.1 Service Level Options.

(a) If you sign up for equipment maintenance on the Order, PBI will repair the System during the Initial Service Term or any Renewal Service Term (each term as defined in Section (b) below) (the “**Service Term**”). You are also entitled to preventative maintenance. Preventative maintenance will consist of inspecting, cleaning and periodically lubricating various components as well as replacing any worn parts. PBI will inform you of the recommended timing for preventative maintenance required. You will make the System reasonably available to PBI for preventative maintenance. Alterations to the System not authorized by us are strictly prohibited and will void your SLA. If the System needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will

provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You won't incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent. "**Normal Working Hours**" means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI- observed U.S. holidays, in the time zone where the System or other items are located.

(b) System Maintenance Term. PBI will provide you with maintenance service for twelve months, if you don't have a Lease, or for the Lease Term, if you are leasing the System (the "**Initial Service Term**"). **SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "RENEWAL SERVICE TERM") UNLESS YOU TERMINATE YOUR SERVICE AS PROVIDED BELOW OR THE LEASE EXPIRES OR IS TERMINATED OR THE RENEWAL IS PROHIBITED BY LAW.** If you don't wish to renew the maintenance service, you terminate service by notifying us of such desire when you receive our invoice for the service renewal. PBI reserves the right not to renew your SLA for any reason. If you elect to terminate the maintenance service without cause prior to the expiration of the then applicable Service Term, no pro-rata refund will be provided, even if any prepaid hours of service have not yet been performed by us.

D2.2 Repair Service. If the System is under warranty, and we need to take the System back, PBI will be responsible for all transportation costs. We will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. Lubricants and other materials needed to service the System, except Consumable Supplies and replacement printheads, are provided without additional charge. Not included as normal wear is coverage for repairs made necessary due to any D12000 Excluded Circumstance (defined below). If off site service is not successful, then a customer service representative will be sent to your location.

D2.3 System Maintenance Fees. If the Order specifies the purchase of maintenance services, you will pay the fees upon receipt of our invoice. We may increase the fees in accordance with your State

Participating Addendum, and any increases will be reflected on your invoice. If you are leasing, the fees will be incorporated into your payment cycle. If you receive service for repairs caused by any DI2000 Excluded Circumstance, PBI will charge you for the service at PBI's current hourly rates and for any required parts in accordance with your State Participating Addendum. "DI2000 Excluded Circumstance": Notwithstanding anything in this Agreement to the contrary, PBI will not be responsible: (i) for maintaining any System that you have failed to operate under suitable temperature, humidity, line voltage, or any specified environmental conditions; (ii) if reasonable care is not used in handling, operating, and maintaining the System; (iii) if the System is not used in accordance with the agreed applications and for the ordinary purpose for which it is designed; (iv) if the inability of any System to perform is due to any act or failure to act by you, including without limitation, any alteration of or adding components to any System; (v) for unqualified operators' use of the System; (vi) for use of the System in a manner not intended; (vii) for use of the System to process applications not previously approved in writing by PBI; (viii) for use of damaged materials, such as paper or envelopes; (ix) if someone other than us services the System; (x) if you don't use required software updates; (xi) if you use the System with any equipment where we have told you that we will no longer provide support or that we have advised you is no longer compatible; (xii) if you use third party supplies (such as ink), hardware or software that results in (1) damage to the System (including damage to printheads), (2) poor indicia, text or image print quality, (3) indicia readability failures, or (4) a failure to print indicia, text or images; or (xiii) for damage to the System resulting from your missed preventative maintenance appointment. If PBI performs any repairs or maintenance as a result of any of the foregoing, you will pay PBI at its normal rates in effect at such time. If you exceed the cycle volume of your Equipment specified on the Order, PBI will bill you \$0.0022 per cycle for each additional cycle over the specified cycle volume (the additional cycles are called the "Overage"). We will not be obligated to provide any maintenance services before receiving full payment of any applicable invoice.

D2.4 Replacement Equipment. If you acquire an attachment, or add a unit, to the System, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and will automatically enroll you for maintenance coverage on the new components at PBI's then current annual rates. If you choose not to continue coverage on the replacement component, attachment or unit, you may cancel the maintenance service for the item within thirty days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance services on the System, attachment or unit will be subject to PBI's current NASPO ValuePoint time and material rates.

D2.5 Service Changes. PBI may modify its maintenance service by giving written notice to you (a "**Service Change Notice**"), which will state whether the change is material. After receiving a Service Change Notice, if the change is material, you may terminate maintenance service by giving us a termination notice at the address indicated in Section D2.1(b).

D2.6 Additional Service Terms.

(a) Maintenance service excludes the supply of postal and carrier rate changes and Consumable Supplies.

(b) Self-Service Maintenance. WE WILL NOT IN ANY EVENT BE LIABLE FOR ANY CLAIMS OF ANY KIND, ASSERTED BY YOU OR ANY THIRD PARTY, CAUSED BY THE REMOVAL, MODIFICATION, FAILURE TO MAINTAIN OR BY-PASSING OF BUILT-IN SAFETY FEATURES BY YOU.

(c) You can't elect to have maintenance service apply to some but not all of the components of the System. Maintenance service doesn't include services and repairs that are made necessary due to any DI2000 Excluded Circumstance.

D2.7 Support Services. If you request that we provide services such as installation, maintenance, training, consulting, systems integration and data conversion or other similar support services ("**Support Services**"), charges for such services are in addition to the price of the System, unless otherwise specified in the Order.

### **D3. WARRANTIES**

D3.1 PBI System Warranty. The warranty on any System will run for a period of one (1) year from the date of Acceptance as defined in your State Participating Addendum.

### **D4. DELIVERY; INSTALLATION; RETURNS**

D4.1 Delivery. You will pay all costs for transporting the System from PBI's facility to the location designated in the Order. We will make commercially reasonable efforts to deliver the System on the delivery date in the Order but cannot guarantee a specific date.

D4.2 Installation. You must provide a suitable power source, access, and space for installation according to PBI's specifications. You must give us advance notice of any site problems.

D4.3 Returns. Unless the System fails to conform to the express warranties in Section D3.1, the System will not be returned to us.