



**CBS**  
Total Technology

Dealer:  
Central Business Systems, Inc.  
3138 Custer Drive | Suite 210  
Lexington, KY 40517  
Phone (859) 276-1690

## Sales Order Agreement

**Customer:**

Lexington Fayette Urban County Government  
200 E Main St  
Lexington KY 40507

Date	11/12/2021
Buyer	0
P.O. #	0
Sales Rep	Ron Watts
Tax Exempt ID	

Customer Ship To	
Lexington Fayette Urban County Government	
200 E Main St	
Lexington, KY 40507	
Contact:	MacKenzie Holt
Phone/Fax:	(859) 258-3904
Email:	mholt@lexingtonky.gov>
Purchase Order:	0
Account Type:	Addition

Customer Bill To	
Lexington Fayette Urban County Government	
200 E Main St	
Lexington, KY 40507-	
Billing Contact:	MacKenzie Holt
Phone/Fax:	(859) 258-3900 (859) 258-3909
Email:	mholt@lexingtonky.gov>
Approx Deliv. Date:	
Lease Months:	48
Monthly Pmnt:	\$211.57

Quantity	Product #	Equipment Description
1	DT-ECERT	DT-ECERT eCertify Configuration Fee
1	DT-ECERT4KAS	DT-ECERT4KAS eCertify Subscription-Level 4 upto 4K
1	ECERTIFY-PRN-LAN	ECERTIFY-PRN-LAN Brother Network Label Printer
1	KT-CSAUTO	KT-CSAUTO ConnectSuite Automate
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	

Meter Configuration (check all that apply)	<input type="checkbox"/> RCP (SP10) <input type="checkbox"/> NeoStats Enhanced (SP20) <input type="checkbox"/> NeoStats Consol. (SP27) <input type="checkbox"/> E-Svcs (SP30) <input type="checkbox"/> ERR (SP35) <input type="checkbox"/> NeoShip Plus <input type="checkbox"/> NeoShip Advanced <input type="checkbox"/> NeoFunds <input type="checkbox"/> ACH <input type="checkbox"/> Pre-Pay				
<b>Comments/Special Instructions</b>					
Delivery Time	Stairs/Count	Elevator	Connected	Delivery Type	Ship-To ID
10:00:00 AM	No / 0	Yes	Yes	Tech Delivery	Lex
<b>Delivery Instructions</b>					
Quadient will set up and train on CS eCertify. Technician will be there to assist.					

**Special Terms**

Included Training	Basic training on equipment/software is included up to a max of 2 hrs. Additional training time may be purchased.
Software Renewals	Quadient Software Renewals are included in lease
Block Software Support	
Maintenance Agreement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>"If "Yes" is selected, see Terms &amp; Conditions on separate Service Agreement. "No" indicates service coverage declined.</i>

The terms and conditions appearing on the face and the attached page titled "CBS Sales Order Agreement Terms and Conditions" correctly set forth the entire agreement between the parties. The terms and conditions contained herein include limitations of warranty, exclusion of consequential and other special damages and other limitations of liability. Customer acknowledges by its signature that it has read and understands it and that it constitutes the entire agreement, understandings, and representations, express or implied, between Customer and Dealer, with respect to equipment, hardware, software, services, supplies, media, or documentation furnished or to be furnished hereunder and that this agreement supersedes all prior communications between the parties including all oral or written proposals. By executing this agreement, I acknowledge that I have read and understand this agreement and certify that I am authorized to execute this agreement on behalf of Customer.

Customer Acceptance		Dealer Representative	
Authorized Signature	Date	Signature	Date
		<i>Frank Holt</i>	11/22/21
Print Name	Title	Customer Email Address	

# CBS Sales Order Agreement Terms and Conditions

1. References made to "Dealer" or "Seller" shall mean [Central Business Systems, Inc.]. References made to "Customer" shall mean the customer named in the Customer Ship To and Customer Bill To boxes on the front page of this agreement.
2. If the equipment listed on the front of this agreement is leased then the terms and conditions of the lease agreement will control all aspects of the lease and this agreement will control how the equipment is to be delivered, installed and operated.
3. Invoices shall be due and payable by the Customer within (30) thirty days for all equipment, accessories, and initial supplies purchased pursuant to this agreement (The "Goods and Services"). Invoices for ongoing supply orders are due within (15) fifteen days. Customer shall pay all applicable sales tax, installation and freight charges. If Customer fails to make any payment when due, there will be a service charge of five percent (5%) of the total amount due, together with an interest rate of one and one-half percent (1 1/2%) of the total amount due or the maximum legal rate allowed by law, whichever is less. Customer shall pay a \$50.00 service charge on any and all returned checks. Customer shall pay all collection expenses incurred by Dealer, including but not limited to, court, attorneys and accounting fees, if required.
4. Taxes. Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes assessable on the equipment) and fees charged relative to this agreement. Customer agrees to reimburse Dealer for all amounts paid or payable by Dealer in discharge of the foregoing taxes. Customer shall not be responsible for taxes based on Dealer's gross or net income.
5. Default. If Customer is in default of any term or condition, Seller may cancel this agreement in whole or part at any time upon ten- (10) day's written notice. Any amount due to Seller will be invoiced and is payable upon receipt. Any amounts due to the Customer will be applied to any unpaid invoices prior to refund.
6. Business Purpose. Customer warrants and represents that the goods will be used for business purposes, and not for personal, family, or household purposes.
7. Availability. Customer agrees that the goods are subject to availability and Seller reserves the right to substitute models of like specification if practicable. Seller may cancel any order or any part of an order without cause at any time and without penalty, and Seller's sole obligation shall be to return any down payment paid by customer.
8. Delivery and Installation. Seller shall use its standard packaging. Seller shall choose the method of delivery. Seller reserves the right to deliver the goods in installments. Customer will pay an invoice when due, without regard to delivery or non-delivery of subsequent installments. Delay in delivery of any installments shall not relieve Customer of its obligations to accept remaining installments. Equipment shall be installed in accordance with manufacturer's specifications. At Customer's sole cost and expense, Customer shall insure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all costs and expenses for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines) and equipment line cord is not covered by this agreement.
9. Title and risk of loss. Risk of loss shall pass to Customer when the goods are placed in the hands of the carrier. For goods purchased outright, title will pass to Customer upon payment in full.
10. Security Interest. Seller expressly reserves a security interest in the goods until payment in full has been collected and Customer agrees to notify Seller prior to relocation of any goods for which Seller has a security interest. Customer shall execute any other document, including a financing statement or other document similar to the UCC-1, necessary to protect Seller's security interest in the goods. Customer authorizes Seller to file at Customer's expense any financing statement relating to the goods without Customer's signature except where prohibited by law.
11. Warranties. Seller warrants and represents that the "goods and services" sold by Dealer will conform to the manufacturer's description and specifications and be free from defects in material and workmanship for ninety- (90) days from the date of this purchase. Within this period Dealer will repair said equipment without charge for parts and labor. This ninety-(90) day period will not cover supplies.
12. Seller. Makes no warranties whatsoever express or implied with regard to the service, the software included with the product or its installation and maintenance, and expressly excludes all implied warranties of merchantability and fitness for a particular purpose.
13. Sellers Liability is limited to the cost of purchased products by the Customer from Seller. Seller shall not be liable for any special damages, including but not limited to damages due to loss of data or information of any kind, loss of or damage to revenue, profits or goodwill, damages due to interruption of business, damage to customer's computers or networks.
14. Seller. Makes no other express or implied warranties and all other warranties are specifically excluded, including any warranty as to merchantability or fitness for particular or special purposes. Seller shall under no circumstances be liable for any special, exemplary, punitive, incidental or consequential damages regardless of the cause.
15. Remedy Limitations. The goods shall not be returned to Seller for credit without Seller's prior written consent. If consent is granted, no credit will be given after fourteen-(14) days from the date of the invoice. All returns for credit within fourteen-(14) days are subject to a 25% restocking fee. All costs of return shall be the responsibility of the Customer. Customer's exclusive remedy for breach of warranty shall be replacement or repair of the item or non-conforming parts at the option of Seller. Customer expressly waives its rights to special, consequential, exemplary, or incidental or punitive damages.
16. Warranty Service. To obtain warranty service, Customer must (1) call Seller's Customer Service at (800) 648-2599. If product is to be shipped back for warranty service then Customer should package all goods to be returned in manner adequate for pickup or shipping, and should properly insure the goods when shipped. Seller shall not be responsible for damage to the goods in transit. The goods will be returned to and from Customer by method and carrier chosen by Seller.
17. Assignment. This agreement shall not be assigned by customer without Seller's express written consent.
18. Notices. All notices required to be given under this agreement shall be in writing and shall be sent by U.S. first class mail to the parties at the address listed on the front of this agreement.
19. Indemnification. Customer shall bear all risk of theft, loss or damage not caused by Seller's employees or agents, to all goods installed under this agreement. Customer agrees to indemnify, defend and hold harmless Seller, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorneys' fees) arising or customers use of the goods, including but not limited to liabilities arising from bodily injury, including death, or property damage to any person, unless caused solely as the result of a negligent or intentional act or omission by Seller.
20. Seller shall indemnify Customer against any costs, losses, damages or liability incurred by customer as the result of any third party's claim of infringement of its patent, copyright trademark which claim arises out of the use of the product by Customer. Customer shall immediately notify Seller in writing of such claim or demand. Seller shall have the sole right to control, and defense, thereof, and Customer agrees that it will not settle any such claim against itself without the prior written consent of Seller. Provided however, that Seller shall not indemnify Customer with respect to any claim relating to product(s) which is/are manufactured according to Customer's instructions, or modified by Customer or combined with other non-Seller products, equipment, systems and/or processes. Failure of Customer to provide timely notification of claim to Seller shall relieve Seller of its obligation to indemnify Customer.
21. Force Majeure. Neither party shall be responsible for delays or failure in performance of this agreement (other than failure to make payment) to the extent that such party was hindered in its performance by act of god, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
22. Severability. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement.
23. Applicable Law. This agreement shall be governed by the laws of the State of Kentucky and the Uniform Commercial Code as adopted therein without regard to choice of law principles. In the event of litigation or other proceedings by Seller to enforce or defend any term or provision of this agreement Customer agrees to pay all costs and expenses sustained by Seller, including but not limited to, reasonable attorney's fees.
24. Seller's Agents. Customer acknowledges that it has been advised that no agent, employee, or representative of Seller has any authority to bind Seller to any affirmation promise, representation, or warranty concerning any goods and services, and unless such affirmation, promise, representation, or warranty is specifically set forth in this agreement it does not form a basis of this bargain and shall not be enforceable against Seller.
25. Customer Documentation. Customer agrees that any purchase order or other documentation issued to Seller covering the goods or services is issued for Customer's internal use only, and any conditions contained therein shall not modify or add to the terms and conditions of this agreement.
26. Acceptance. This agreement and its terms and conditions shall not take effect until accepted and executed by an authorized Seller representative at Seller's offices in the State of Kentucky.
27. Entire Agreement. This instrument, and any attachments hereto, is the entire agreement between Customer and Seller and supersedes any proposal or prior agreement, oral or written, and any other communications relating to the subject matter of this agreement. The terms and conditions of this agreement shall supersede any terms and conditions which may be contained on any purchase order or other document which may be issued by Customer. This agreement shall not be binding unless and until accepted and approved by authorized Seller representative.



**CBS**  
Total Technology

3138 Custer Dr. | Suite 210  
Lexington, KY 40517  
Phone (800) 648-2599 | Fax (859) 276-1699  
CBSEdge.com

## Network information for Mailing equipment

This information is required for proper installation of your equipment. We understand that not everyone has a local IT department, but **we cannot install your device or make it available to users to print to unless we have the following information.**

Company Name: Lexington Fayette Urban County Government  
 IT Contact name: \_\_\_\_\_  
 IT contact phone: \_\_\_\_\_ e-mail: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### (( REQUIRED FOR INSTALLATION ))

An IP address a unique series of numbers that identifies your printer on the network and allows the device to be seen by your network users. **All the following is required for us to be able to connect your device to the network.** *If this is incomplete or incorrect, we will not be able to perform the installation.*

Will the device use DHCP? Yes / No

*(Skip this if using DHCP , otherwise this is required)*

IP Address: \_\_\_\_ . \_\_\_\_ . \_\_\_\_ . \_\_\_\_

Subnet Mask: \_\_\_\_ . \_\_\_\_ . \_\_\_\_ . \_\_\_\_

Default Gateway: \_\_\_\_ . \_\_\_\_ . \_\_\_\_ . \_\_\_\_

DNS1: \_\_\_\_ . \_\_\_\_ . \_\_\_\_ . \_\_\_\_

Tested network port location within 15' of device (room #, building name, etc.):

### Acknowledgement

The above named company has a 30-day period after Network Install during which they can address issues and request resolution. After 30 days have passed, any additional work requested will be charged at a standard hourly rate of \$145.

I, the undersigned, have been informed of the above information and agree to the above Terms & Conditions associated with Network

Company Name: \_\_\_\_\_  
 Print Name & Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_



**Section (A) Office Information**

Office Number	Office Name	Office Phone #	Date Submitted
9860	Central Business Systems	(859) 276-1690	11/11/2021

**Section (B) Billing Information**

Company Name	Lexington Fayette Urban County Government		
DBA			
Billing Address	200 E MAIN ST		
City State Zip+4	LEXINGTON	KY	40507-1310
Contact Name	Mackenzie Holt	Phone	(859) 258-3904
Contact Title	Administrative Specialist Sr.	Fax	
Email Address	mholt@lexingtonky.gov	PO #	

**Section (C) Installation Information** (if different from billing information)

Company Name	Lexington Fayette Urban County Government		
Installation Address	200 E MAIN ST		
City State Zip+4	LEXINGTON	KY	40507-1310
Contact Name	Mackenzie Holt	Phone	(859) 258-3904
Contact Title	Administrative Specialist Sr.	Fax	
Email Address	mholt@lexingtonky.gov		

**Section (D) Products**

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	DT-ECERT4KAS	e-Certify Subscription - Level 4 (up to 4,000 e-Certs per year).
1	KT-CSAUTO	ConnectSuite Automate
1	DT-ECERT	e-Certify Configuration Fee
1	ECERTIFY-PRN-LAN	Brother Network Label Printer (USB/Serial/LAN)

**Section (E) Lease Payment Information & Schedule**

Tax Status: <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax Exempt <i>Certificate attached</i>  Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually  <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Arrears	Number of Months First 48	Monthly Payment (Plus applicable taxes) \$211.57
	Current Lease Number:	

**Section (F) Service Products (Check all that apply)**

Maintenance  
 Installation/Training  
 Software Support for premise (non-cloud) solutions

**Section (G) Approval**

This document consists of a Government Product Lease Agreement with Quadient Leasing USA, Inc.; and an Online Services and Software Agreement with Quadient, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-Dealer-V9-2020), which are also available at [www.quadient.com/Government-Equipment-Lease-Terms-Dealer-V9-2020](http://www.quadient.com/Government-Equipment-Lease-Terms-Dealer-V9-2020), and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

**Guided by Quadient, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our Products may contain reused components. For more information visit <https://www.quadient.com/about-us/sustainable-design-and-manufacturing>.**

Authorized Signature <i>Catherine Braxton</i>	Print Name and Title Director, Contracts	Date Accepted 12/22/2021
Accepted by Quadient Inc and its Affiliates		Date Accepted

## ADDENDUM TO AGREEMENTS

This Addendum to Agreements is by and between Quadiant Leasing USA, Inc. ("Quadiant Leasing"), Quadiant, Inc. ("Quadiant") and Lexington Fayette Urban County Government ("Customer") with reference to the following:

A. Quadiant Leasing and Customer are entering into a Product Lease Agreement (the "Lease"), pursuant to which Quadiant Leasing will lease products to Customer.

☐

☑. Concurrently herewith, Quadiant and Customer are entering into an Online Services and Software Agreement (the "OSS Agreement") pursuant to which Quadiant will make certain other services available to Customer.

C. Any defined term used herein shall have the same meaning as in the Lease, or the OSS Agreement.

In consideration of the mutual covenants contained herein, and in the Lease, and the OSS Agreement, the parties agree to amend the OSS Agreement as follows:

1. Section 2, titled "License Grant and Additional Terms" is hereby amended to add the following to the end of this section: "Your use of the Services is limited to the number of Electronic Certified Mail pieces (each an "eCert") indicated on the Order Form ("Annual Volume Limit"). In the event You exceed the Annual Volume in any year, You agree to pay an overage charge for each eCert used over the Annual Volume Limit as outlined below (the "Overage Charge"). The Overage Charge will be determined as a product of the number of eCerts You process in excess of the Annual Volume Limit multiplied by the Overage Charge associated with tier for the excess as set forth below."

Annual Volume Band (# of eCerts) *	Overage Charge
1 - 500	\$0.48
501 - 1,000	\$0.43
1,001 - 2,000	\$0.41
2,001 - 4,000	\$0.30
4,001 - 8,000	\$0.28
8,000 - 16,000	\$0.27
16,001 - 32,000	\$0.24
32,001 - 64,000	\$0.22
64,001 - 128,000	\$0.20
128,001 - 200,000	\$0.18
200,001 - 256,000	\$0.17
256,001 - 384,000	\$0.14
384,001 and above	\$0.12

\* Volume bands renew annually

## ADDENDUM TO AGREEMENTS

This Addendum to Agreements is by and between Quadient Leasing USA, Inc. ("Quadient Leasing"), Quadient, Inc. ("Quadient") and Lexington Fayette Urban County Government ("Customer") with reference to the following:

A. Quadient Leasing and Customer are entering into a Product Lease Agreement (the "Lease"), pursuant to which Quadient Leasing will lease products to Customer.

☐

B. Concurrently herewith, Quadient and Customer are entering into an Online Services and Software Agreement (the "OSS Agreement") pursuant to which Quadient will make certain other services available to Customer.

C. Any defined term used herein shall have the same meaning as in the Lease, or the OSS Agreement.

In consideration of the mutual covenants contained herein, and in the Lease, and the OSS Agreement, the parties agree to amend the OSS Agreement as follows:

1. Section 2, titled "License Grant and Additional Terms" is hereby amended to add the following to the end of this section: "Your use of the Services is limited to the number of Electronic Certified Mail pieces (each an "eCert") indicated on the Order Form ("Annual Volume Limit"). In the event You exceed the Annual Volume in any year, You agree to pay an overage charge for each eCert used over the Annual Volume Limit as outlined below (the "Overage Charge"). The Overage Charge will be determined as a product of the number of eCerts You process in excess of the Annual Volume Limit multiplied by the Overage Charge associated with tier for the excess as set forth below:"

Annual Volume Band (# of eCerts) *	Overage Charge
1 - 500	\$0.48
501 - 1,000	\$0.43
1,001 - 2,000	\$0.41
2,001 - 4,000	\$0.30
4,001 - 8,000	\$0.28
8,000 - 16,000	\$0.27
16,001 - 32,000	\$0.24
32,001 - 64,000	\$0.22
64,001 - 128,000	\$0.20
128,001 - 200,000	\$0.18
200,001 - 256,000	\$0.17
256,001 - 384,000	\$0.14
384,001 and above	\$0.12

\* Volume bands renew annually

11/19/2021

The Lease, OSS Agreement, and this Addendum contain the complete understanding and agreement between the parties hereto, and supersede all representations, understandings or agreements prior to the execution thereof. Any changes or additions to the foregoing agreements will be valid only if they are in writing and signed by the appropriate parties.

In the event of any conflict between the terms of the Lease, OSS Agreement, and this Addendum, the terms of this Addendum shall control.

The parties have caused this Addendum to Agreements to be executed by their duly authorized representatives on the date set forth below.

**Customer: Lexington Fayette Urban County Governme**

**Quadient Leasing USA, Inc.**

By: *Linda Gorton*  
Printed Name: Linda Gorton  
Title: Mayor  
Date: 12/21/2021

By: *John Tartaro* *Catherine Braisted*  
Printed Name: John Tartaro Catherine Braisted  
Title: Deputy, CFO Director, Contracts  
Date: 12/14/2021 12/22/2021

**Quadient, Inc.**

By: *John Tartaro* *Catherine Braisted*  
Printed Name: John Tartaro Catherine Braisted  
Title: Deputy, CFO Director, Contracts  
Date: 12/14/2021 12/22/2021



## CBS Service Agreement

**Date** 11/12/2021  
**Customer #** L0086  
**Representative** Ron Watts

Customer Ship To	
Lexington Fayette Urban County Government	
200 E Main St	
Lexington, KY 40507	
Contact:	MacKenzie Holt
Meter Contact:	0
Meter Method:	non-applicable
E-Mail	<a href="mailto:mholt@lexingtonky.gov">mholt@lexingtonky.gov</a>

Customer Bill To
Lexington Fayette Urban County Government
200 E Main St
Lexington, KY 40507--

### Installation and Service Agreement Details

**Maintenance Type:** Mailing Service - Included in Lease  
**Notice:** *If maintenance is included in the lease, the amount below is already included in the total lease payment*  
**Contract Length (months):** 48  
**Contract Start Date:** Upon equipment delivery or lease commencement  
**Contract Amount:** \$6.00     Annual     Monthly

Equipment Make/Model	Serial Number	ID Number
	0	
	0	
ECERTIFY-PRN-LAN Brother Network Label Printer	0	
	0	
Maintenance contract is for depot service furnished by Quadient.	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	

You agree to the terms and conditions on the face of this Agreement and the attached page(s) titled "CBS Service Agreement Terms and Conditions", herein referred to as "Agreement". These constitute the entire Agreement between Central Business Systems, Inc. and Customer and no other written or oral representation by any party shall be binding upon Central Business Systems, Inc. You agree that this is a binding contract to purchase or lease a service agreement on the Equipment listed above, and that you will pay invoices for said goods and services upon receipt. Failure to pay within 30 days will result in late fees equivalent to 10% of your outstanding balance. The person signing this Agreement on behalf of any Customer specifically represents they have the authority to do so and they are aware of no information that has been supplied that is false or misleading.

Customer Acceptance			
Authorized Signature	Print Name	Title	Date

Dealer Representative			
Signature	Print Name	Title	Date
<i>Frank Shoaf</i>	Frank Shoaf	President	11/22/21



# CBS Service Agreement Terms and Conditions

- 1. DEFINITIONS:** Central Business Systems, Inc. is identified in this Agreement as "Dealer." The Company listed in the Ship To and the Bill To boxes on page one of this Agreement is identified as "Customer." For service agreements where the billing for service is included in the lease payment, then the terms of the lease agreement will control all aspects of the lease and this Agreement will control how service is to be provided. Leased maintenance is non-cancelable and will remain in effect for the entire term of the lease. Leased service agreement coverage begins on the commencement date of the lease. It is understood that the coverage of this Agreement shall only apply to those items listed in the section "Equipment Description" on the face page of this Agreement, herein referred to as "Equipment"
- 2. SCOPE OF SERVICES:** The charges established by this Agreement include payment for annual or leased maintenance services performed by Dealer during normal business hours to maintain the covered Equipment in good working order through Dealer's routine preventive and maintenance service. These services may include but are not limited to: telephone support, email or online chat support, on site equipment inspection and adjustments, on site repair and/or replacement of parts, shipping user-replaceable parts, preventative maintenance cleaning and cleaning material required for the proper operation as determined by Dealer. Customer must separately purchase consumables including ink, meter tapes, sealing solution, rate changes, and software upgrades unless otherwise stated in this Agreement. It is understood that the Scope of Services shall only apply to the Equipment. No other services shall be expected or required. Operator error calls, electrical issues, additional training after installation, problems relating to or caused by software which was not supplied by Dealer and network connectivity problems are not included in the Scope of Services and will be billed at current hourly rates.
- 3. PAYMENT:** Customer unconditionally guarantees that it will make all payments and all the other charges required under the Agreement and any supplements when they are due, according to the payment terms on the invoice. Dealer may cease performance under this Agreement if Customer is in breach under this or any other provision in this Agreement. If it is necessary for Dealer to proceed legally to enforce this Agreement, Customer agrees to pay, in addition to any award, all costs, including attorney's fees incurred. Checks returned by our bank shall be considered past due and will be assessed a service charge of \$50.00 plus late fees and applicable taxes.
- 4. ADVANCE INSPECTION:** If other equipment is to be added to this Agreement or there is a lapse in coverage, then the Dealer reserves the right to inspect all equipment to be covered under this Agreement to determine its mechanical condition. Such inspection is chargeable. Equipment that is identified as requiring immediate repair will be identified to Customer. Customer, at its option, may elect to have said unit repaired at the then current hourly service labor rate plus parts or may elect to have the unit excluded from the Agreement. A billed contract renewal offer expires 21 days after the due date. Equipment is then required to be inspected by Dealer before it can be put back on the service Agreement. Charges for the inspection will apply at current labor rates, plus parts & travel, to bring the equipment into good working order.
- 5. REMEDIAL MAINTENANCE:** During the term of this Agreement, Dealer agrees to perform the maintenance and repair that will keep the Equipment in good working order and condition, normal wear and tear excepted. If Dealer is notified by Customer during the term of the Agreement that the Equipment is not in good working condition, Dealer will, during normal service hours, make necessary adjustments and repairs including replacement of parts (if parts are included as part of the terms of this Agreement.) If parts are not included in the Agreement, Dealer will promptly provide a quote for the appropriate part(s). Dealer's normal service hours are 8:00 a.m. to 5:00 p.m. EST Monday thru Friday, excluding holidays. Customer agrees to provide Dealer reasonable access to the Equipment during these times. Dealer may from time to time adjust these hours as may be required in the course of business, at which time the customer will be advised. Service at times other than Dealer's normal service hours may be furnished on an "as available basis" at published emergency or overtime rates then in effect. Replacement parts and/or reconditioned parts may be used. Parts that have been replaced will remain the property of Dealer. When in the Dealer's opinion the equipment becomes of advanced age, has excessive wear and tear or usage exceeds manufacturer's specifications, and cannot be maintained in good working order through Dealer's routine maintenance service, or if work beyond the scope of this Agreement is required, Dealer shall submit to Customer a cost estimate of such work. If Customer declines to authorize the same, Dealer shall have the right, on ten (10) days written notice to Customer, to terminate service under this Agreement as to any or all items of Equipment.
- 6. SERVICE LIMITATIONS:** Customer agrees Dealer will not be required to make adjustments, repairs, replacements or provide any service on the Equipment under this Agreement resulting from (i) unauthorized third parties performing any maintenance, repair or replacement; (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of ink, liquids or other substance in the machine), and the breaking of covers, hinges, user interfaces, etc.; (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment; (iv) placing the Equipment in an area that does not conform to space, electrical and environmental requirements or outside Dealer's normal service area; (v) failure of the network or electrical power; (vi) Acts of God, lightning, fire, water, climatic conditions, or incidents of excess voltage or power surges; (vii) Customer using non manufacturer or Dealer approved supplies or parts including, but not limited to, ink, sealing fluid, software, etc., from any other source other than the Dealer; or (viii) improper conditions of the environment such as excessive dust, chemical residues, abnormal high or low temperatures; (ix) USPS or other carrier rate changes. If Dealer provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance shall be billed to Customer (and shall be due and payable in full upon receipt of invoice) at Dealer's then current rates for labor, travel and parts. Customer agrees that Dealer will not be required to make adjustments, repairs, or replacements if Dealer is not provided reasonable access to the Equipment.
- 7. PARTS:** Parts may be OEM original or non-OEM at the sole discretion of Dealer. Parts will be ordered ground delivery. Customer will be responsible for any expedited shipment fees.
- 8. RELOCATION:** Customer agrees to be responsible for all costs associated with relocation. Relocation of Equipment after installation is not covered under this Agreement. If the Equipment is moved to a new position or location, Dealer shall have the right to charge a new rate for the new position or location and Customer agrees to pay the difference between the old rate and the new rate. The relocation of the covered Equipment outside the Dealer's servicing territory will void the Dealer's responsibilities under this Agreement.
- 9. CUSTOMER RESPONSIBILITY:** Customer will be responsible for certain operator functions on the postage meters and Equipment such as: daily care and cleaning of the moistener brush/sponge, dusting Equipment, replacing Ink, replacing brush & sponge, clearing jams, shipping and handling fees etc., (where applicable). In the event customer is unwilling to complete these operator functions, charges will apply at then current labor and travel rates.
- 10. LIABILITY LIMITATION:** Dealer's total liability is limited to the repair and maintenance of the covered Equipment. Dealer will not be held liable to Customer or any other party for any personal injury or indirect, incidental, consequential damage, including, but not limited to, loss of use, revenue or profit. Dealer will not be liable for any delay or failure to perform it's obligations due to any cause beyond it's reasonable control, including without limitation, performing services at a location deemed by Dealer as hazardous to health and safety, acts of God or government, labor difficulties, failure of proper transportation, telephone or power, or the inability to obtain parts or supplies. In no event shall Dealer be responsible for lost data, lost profits, damages, or incidental or consequential damages. Dealer's sole liability shall be limited to the amount Customer has paid Dealer in the prior 3 months before the incident pursuant to this Agreement.
- 11. TAXES:** Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes assessed on the Equipment) and fees charged relative to this Agreement. Customer agrees to reimburse Dealer for all amounts paid or payable by Dealer in discharge of the foregoing taxes.
- 12. DEFAULT:** Customer shall be in default under this Agreement if Customer: (i) fails to make any payment under this or any agreement with Dealer within ten (10) days of when due or (ii) breaches any other term or condition included in this Agreement and Customer fails to cure any such breach within ten (10) days. In the event of a default, Dealer may, in addition to other remedies, declare all sums (including penalties) due under the terms of this Agreement and terminate this Agreement without advance notice.
- 13. NOTICES:** Notices required under this Agreement shall be written and sent to Dealer at: 3138 Custer Dr., Suite 210, Lexington, KY 40517 and to the Customer at the "Bill to address" identified on the front side of this Agreement. All notices will be effective upon date of postmark.
- 14. JURISDICTION:** This Agreement shall be interpreted and enforced according to the laws of the State of Kentucky.
- 15. INDEMNITY:** With respect to, arising from, or in connection from this Agreement, or from manufacture, maintenance, repair or use of any Equipment, Customer agrees to indemnify and hold harmless Dealer and it's agents, representatives, and employees from and against any and all claims, liabilities, damages, demands, cost and expenses of every kind and nature (including reasonable attorney's fees) arising from any injury or damage to any person, property, or business, excluding, however, any of the foregoing resulting solely from the gross negligence or misconduct of Dealer or it's agents, representatives or employees.
- 16. RENEWAL/TERMINATION:** Leased maintenance is non-cancelable and will remain in effect for the entire term of the lease. Annual service agreements, noted by the check box on the front of this Agreement under the "Installation and Service Agreement Details", will commence on the date of installation of the equipment and continue for one year. This Agreement may not be terminated early without possible penalty. This Agreement may be terminated at the end of the agreed upon period by written notice, no less than ninety (90) days prior to renewal date. Said automatic renewal is to provide uninterrupted coverage to Customer. If you fail to notify Dealer of your intent to exercise any option, as required herein, this Agreement shall automatically renew at the then current rates in effect for twelve (12) months. During the term of this Agreement the charges may be increased to reflect increases in the cost of fuel, supplies, parts, labor or usage. This Agreement is subject to acceptance by Dealer and will remain in force until cancelled as stated above. Dealer reserves the right to cancel this contract at its discretion upon ten (10) days written notice.
- 17. ASSIGNMENT:** This contract is for the sole benefit of the Customer whose name appears on the front hereof and cannot be assigned by the Customer to any future or additional owners of the covered Equipment without written consent of the Dealer, such permission not to be unreasonably withheld.
- 18. DEALER ASSIGNMENT:** Dealer may sell or assign all of its rights to this Agreement and all monies due under this Agreement. Upon notice of assignment of rights, Customer will make all payments directly to the assigned Company.
- 19. CONFIDENTIALITY CLAUSE:** Dealer recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients (such information hereinafter referred to collectively as "Customer Information") from improper use or disclosure. Dealer agrees to use its best efforts to treat Customer Information on a confidential basis. Dealer agrees not to disclose any Customer Information to any person, firm or corporation that does not have a need to know said information.
- 20. PRICE PROTECTION:** The charges shown above are those currently in effect and will remain in effect for the "length of term" of the Agreement unless otherwise stated herein. All charges are subject to change from that point on.
- 21. PROPERTY OF DEALER:** Removed parts replaced by Dealer shall become the property of the Dealer. All drawings, designs, techniques & improvements (whether patentable or un-patentable) made or conceived by the Dealer or its agents or employees in the fulfillment of this contract, shall be the property of the Dealer and Customer agrees not to use for its own benefit or disclose to or use for the benefit of any other person, any of such property. End of lease equipment is not the property of the Dealer. Any shipping charges to return end of lease equipment is the responsibility of the Customer.
- 22. PROVISIONS AS TO USE:** Customer agrees covered Equipment will not be altered beyond manufacturers specifications; will be located in an area where space will accommodate maintenance and repairs; will be located in a low humidity environment; will be located where electrical specifications meet manufacturer requirements; will provide IT support as needed. This agreement is limited to equipment regularly operated up to one eight hour shift per day. If operated more than one eight hour shift per day, an increase in the leased or annual rate will apply as follows: Two shifts... 100%. Three shifts... 200%. For installations with a high maintenance experience, a special rate will be established at any time during the term of this Agreement and a new agreement signed.
- 23. RISK OF LOSS:** The risk of loss, injury or destruction of said Equipment from any cause whatsoever, at all times subsequent to the coverage thereof, is hereby assumed by the Customer and such loss, injury or destruction shall not operate in any manner to release the Customer from the obligation to make the payment aforesaid, and renewal extension at time of payment shall not release the Customer from any one or more of the terms of this Agreement.
- 24. ACCEPTANCE:** With respect to the Equipment specified here, this Agreement contains the entire Agreement of the parties hereto, conditionally or otherwise and supersedes any contract or agreement of prior date between the undersigned Customer and the Dealer and is subject to final acceptance by the Dealer, at its home office, in Lexington, KY. The execution of this Agreement shall not affect any of the terms and conditions of any Software License granted to the customer pursuant to the Software License Agreement between the parties.