

Neopost USA Maintenance Program Terms May 2013

Neopost USA Maintenance Terms

Thank you for purchasing Maintenance Services from Neopost USA Inc., or its affiliate, ("Neopost"). This document is a part of your Agreement with Neopost and it provides additional details regarding Neopost's Maintenance Program.

WHAT'S COVERED?

Maintenance services, as described herein, will be provided for the Products at the Delivery Location. Neopost agrees to provide the parts and labor associated with the ordinary maintenance of the Products as required due to normal wear and tear ("Maintenance Services"). Unless Customer has purchased PremierPlus maintenance service, Maintenance Services do not include consumable parts and/or wearable parts as defined by Neopost. Supplies (i.e. ink, roll tape, labels, etc.) are not included in Maintenance Services. Maintenance Services may also include preventative maintenance and inspections from time to time, as determined by Neopost. Neopost may, at its option, designate a third party to provide Maintenance Services. Neopost, in its sole discretion, may service the Products by replacing it with new, or like-new Products; provided that such replacement products are substantially similar to the Products. Maintenance Services will be provided during normal business hours. Any parts that are replaced by Neopost while performing Maintenance Services become the property of Neopost.

WHAT ARE THE FEES AND WHEN ARE THEY DUE?

- **For Purchased Products:**
Customer shall commence paying for the Maintenance Services on upon delivery of the Products. All fees for Maintenance Services ("Maintenance Fees") on purchased Products are invoiced annually, in advance.
- **For Leased Products:**
If the Products are being leased from MailFinance Inc. and the Maintenance Fee has been included in the lease payment amount ("Leased Products"), then Maintenance Services will be provided at no extra cost, except for the Additional Charges (as defined below), for the Initial Term of the lease. Customer shall commence paying for the Maintenance Services on Leased Products, where Maintenance Fees are included in the lease payment, on the date the lease commences. During any Renewal Term, Customer agrees to pay the then-current fee for Maintenance Services.
- **Other Fees:**
In addition to the Maintenance Fees, Customer agrees to pay : (a) for labor, parts, and expenses for maintenance or repair that is part of an Excluded Service (as defined below); (b) for travel expenses for any on-site maintenance services that in the opinion of Neopost is not deemed necessary; and (c) an increased Maintenance Fee for Products that are regularly used by more than one shift of personnel per business day (collectively "Additional Charges"). All Additional Charges shall be at Neopost's then-current published rates for time and materials. Charges for labor shall include travel expenses (including travel time, gas, tolls, mileage, etc.).

All payments for Maintenance Services and Additional Charges are nonrefundable. Neopost may adjust the Maintenance Fees at the end of the Initial Maintenance Term (as defined below) and any renewal term.

WHAT IS THE TERM OF THE MAINTENANCE SERVICES?

For Purchased Products:

Unless otherwise specified in the Agreement, the initial term of these Maintenance Services is one

(1) year (the "Initial Maintenance Term"). Unless Customer provides ninety (90) days written notice to Neopost prior to the end of the Initial Maintenance Term, or any renewal term, the Maintenance Services shall automatically renew for an additional one (1) year term at Neopost's then-current rate for such service.

For Leased Products:

The term of the Maintenance Services for Leased Products will be equal to the term of the lease as specified in the Agreement.

HOW DO I REQUEST MAINTENANCE SERVICE?

In order to receive Maintenance Services on the Products, the Customer must notify Neopost of a need for service by contacting Neopost in the manner directed by Neopost. Neopost may, at its sole discretion, attempt to resolve Products performance issues over the telephone. If Neopost determines that on-site service is necessary, Neopost shall provide such on-site service in accordance with the terms set forth herein.

WHAT'S NOT COVERED BY THE NEOPOST MAINTENANCE PROGRAM?

Maintenance Services do not include:

- De-installation of the Products, or moving the Products (however these services are available for an additional fee);
- Services provided before 8:00 a.m. or after 5:00 p.m. local time based on the location of the Products (however service is available outside of those hours for an additional fee);
- Maintenance or repairs made necessary by the failure of Customer maintain or use the Products in conformance with Neopost's specifications;
- Maintenance or repairs made necessary by changes in the design of the Products made by Customer or mechanical, electrical, or electronic interconnections, or the attachment of other parts or components to the Products by Customer;
- Maintenance or repairs made necessary by accidents or natural disasters;
- Maintenance or repairs made necessary by the negligence of Customer;
- Maintenance or repairs made necessary by the unauthorized maintenance by Customer or any third party other than Neopost or its authorized service representatives;
- Damage or repair necessitated by relocation of the Products not conducted by Neopost;
- Maintenance or repairs made necessary because Customer has exceeded the published performance specifications or recommended monthly volume limits for the Products;
- Maintenance or repairs made necessary by Customer's use of parts, consumables, or other supplies that do not comply with Neopost's specifications;
- Recovery of any customer data stored within Neopost Products or the maintaining of any back-up data;

- Rebuilding or major overhauls which Neopost determines are necessary ("Reconditioning").

All of the foregoing are "Excluded Services." Excluded Services also include operator training beyond the initial training provided by Neopost and application configuration and set-up. In the event Customer requests Neopost to perform an Excluded Service, Customer shall pay Neopost its then-current hourly rate for those services (including travel time), as well as Neopost's then-current price for any parts required in connection with such services.

WHAT OTHER RESPONSIBILITIES DO I HAVE?

CUSTOMER'S MAINTENANCE OBLIGATIONS: Customer agrees to maintain the Products in accordance with Neopost's published specifications. Except as specified and approved by Neopost, Customer shall not perform, or permit third parties to perform maintenance or repair on the Products.

COPIES OF DATA: Customer is solely responsible for all data stored on the Products and making copies of all such data prior to Neopost performing Maintenance Services.

USE OF NEOPOST SUPPLIES: If the Customer uses other than Neopost supplies, and if such supplies are defective or unacceptable for use in Neopost machines and cause abnormally frequent service calls or service problems, then Neopost may, at its option, assess a surcharge or terminate the Maintenance Services. In this event, the Customer may be offered service on a "Per Call" basis based upon published rates. It is not a condition of this Agreement, however, that the Customer uses only Neopost authorized supplies.

ENVIRONMENT/ELECTRICAL: Customer shall provide a suitable environment for Products as specified by the manufacturer. In order to insure optimum performance by the Neopost Products, it is mandatory that specific models be plugged into a dedicated line and that they comply with manufacturer electrical specifications.

COMPLETE SYSTEM COVERAGE: All Neopost components (hardware and software) used in a system must be covered under Maintenance Services ("Complete System Coverage"). For example, a customer may not obtain Maintenance Services only for a mailing machine if it is used with a separate scale. In that case, the Customer would also need to purchase Maintenance Services for the scale. If a customer refuses to obtain Complete System Coverage, Neopost may terminate the Maintenance Services on any Product that is otherwise covered by such Maintenance Services.

ACCESS TO PRODUCTS: Customer shall allow Neopost full and free access to the Products and the use of necessary data communications facilities and equipment at no charge to Neopost.

PRODUCT MODIFICATIONS: Customer shall not cause modifications or interconnections to be made, or accessories, attachments, or features to be added to the Products without Neopost's prior written approval.

WHAT ELSE DO I NEED TO KNOW?

Neopost may terminate the Maintenance Services, upon written notice to Customer, if:

- **Customer defaults on any payment due under this Agreement;**
- **The Products exceed the maximum monthly or lifetime cycle counts for such Products;**

- **The Products are modified, damaged, altered or serviced by personnel other than the Neopost Authorized Personnel;**
- **Parts, accessories, consumables, supplies, or components not meeting machine specifications are used with the Products;**
- **Customer refuses to obtain Complete System Coverage;**
- **Any services are necessary because Customer has done (or failed to do) something that requires the performance of an Excluded Service;**
- **Customer decides not to proceed with any Reconditioning that is deemed necessary by Neopost.**

Furthermore, if the Products are being leased, this Agreement shall automatically terminate as to any Products covered by the lease on the date such lease expires or is terminated.