

Section (A) Office Information

Office Number 2140	Office Name West	Phone # (206) 636-6567	Date Submitted 03/08/2023
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Section (B) Billing Information

Company Name	SNOHOMISH COUNTY INFORMATION SERVICES		
DBA			
Billing Address	3000 ROCKEFELLER AVE		
City State Zip+4	EVERETT	WA	98201-4071
Contact Name	Melodie McCann	Phone	(425) 388-3679
Contact Title			
Email Address	melodie.mccann@snoco.org	PO #	

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

Company Name	SNOHOMISH COUNTY INFORMATION SERVICES		
Installation Address	3000 Rockefeller Ave		
City State Zip+4	Everett	WA	98201
Contact Name	Melodie McCann	Phone	(425) 388-3679
Contact Title			
Email Address	melodie.mccann@snoco.org		
Main Post Office		MPO 5-Digit Zip Code	

Section (D) Purchased Products See additional listed products on attached continuation schedule.

Qty	Model / Part Number	Description (include Serial Number, if applicable)	Price	
1	1	ECERTIFY-LABEL	ConnectSuite e-Certify Thermal Labels - 4" x 2.5", 750 labels per roll	\$29.45
2	1	IXELDPKG	iX Series 7/7PRO Remote Label Dispenser w/Stand	\$1,414.00
3	1	7465288-03	Thermal Labels, 475 Labels Per Roll, Size 4" x 6"	\$24.70
4	1	ESP01N	15 AMP Power Conditioning line filter. 4 standard outlets, plus 1 "corded" outlet	\$159.00
5	1	SMARTIX9CDW30STR	iX9C, PPFDR, 10lb WP; All-in-One PC, MTN KIT, 30lb MTWP, DWM, STKR, TRM Lbl Ptr; WLKB, BC Scan, SM	\$24,528.00
6	1	SMART-REM-CONFIG	S.M.A.R.T. Remote Configuration Training	\$1,254.00
7	1	ES-ECERT	e-Certify Configuration Fee	\$1,601.00

Meter Model IX9AI	Machine Model SMARTIX9CDW30STR	Recurring Annual Costs	Equipment Maintenance \$5,424.00	Product Subtotal \$30,972.15
			Software Support \$180.00	Shipping \$0.00
			*Software Subscription \$251.00	Installation \$0.00
			Depot Repair \$96.00	One-Time Total \$30,972.15

Section (E) Postage Meter Rental/Services Payment Information

Meter Rental: \$44.08 for 36 months, payable quarterly

Taxable Tax Exempt (attach Exemption Certificate)

Mail me a rental invoice

Bill my NeoFunds postage account

Bill my credit card (customer to submit authorization form)

ACH Direct Debit (customer to submit authorization form)

Section (F) Postage Funding Information

Postage Funding: New Existing Account POC Account #: **8041934**

Postage Funding Method:

Bill Me Prepay by Check

ACH Debit (Customer to submit authorization form)

OMAS CPU

Agency Code _____ Sub Agency Code _____

Section (G) Service Products (check all that apply)

Online Postal Rates iMeter™ App (SP10)

Online Postal Expense Manager iMeter™ App (SP20/NeoStats)

Online E-Services iMeter™ App (SP30)

Maintenance - Standard

NeoShip PLUS (EP70PLUS)

NeoShip Install & User Guide (EP70GUIDES)

3G/4G Cell Service

Installation/Training

Section (D) Product Continuation Schedule (Continued from above)

1	ECERTIFY-PRN-LAN	Brother Network Label Printer (USB/Serial/LAN)	\$841.00
1	DT-ECERT500AS	e-Certify Subscription - Level 1 (up to 500 e-Certs per year).	\$0.00
1	SMART6LSSD-149-N	Scale – 149lb capacity Platform Scale with Display	\$1,121.00
1	Equipment Maintenance	First year is free, Year 2 cost is \$5,520/year - 5% annual increase)	\$0.00

Company Name: SNOHOMISH COUNTY INFORMATION SERVICES

Section (H) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to a Postage Funding Account unless initial here _____.

Pursuant to RFP-22-037BC-S, this document consists of a Product Purchase Agreement, a Postage Meter Rental Agreement, Postage Funding Account Agreement, Maintenance Agreement, Online Services and Software (OSS) Agreement, Attachment A – Installation Timeline, Attachment B - Addendum to Agreements, and Attachment C – Maintenance Terms with Quadiant, Inc. (collectively the "Agreement") 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 Purchase-Equipment-Terms-USPS-Direct-V9-2020, which are also available at www.quadiant.com/Purchase-Equipment-Terms-USPS-Direct-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 after the Agreement is fully executed by both companies.

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

Ken Klein
Executive Director

Authorized Signature – Snohomish County (Customer)

Print Name and Title

Date Accepted

Catherine Braisted

04 / 14 / 2023

Accepted by Quadiant Inc and its Affiliates

Date Accepted

COUNCIL USE ONLY

Approved 5/10/2023

ECAF # 2023-0423

MOT/ORD Motion 23-162

PRODUCT PURCHASE AGREEMENT Terms and Conditions

In this Product Purchase Agreement (the "Purchase Agreement"), the words "You" "Your," and "County" mean the entity that is the Customer identified on the Product Purchase Agreement Purchase Agreement ("Purchase Agreement"), or Snohomish County ("County"). "We," "Us," "Our," and "Contractor" mean the seller, Quadi^{ent}, Inc. ("Quadi^{ent}").

- 1. Purchase of Products.** You agree to purchase from Us the hardware products, software licenses and services listed on the Purchase Agreement, together with all existing accessories, attachments, replacements, and additions (collectively the "Products") upon the terms stated herein. For the avoidance of doubt, postage meters for use in mailing machines are excluded from the definition of Products..
- 2. Payment Terms.** You promise to pay to Us the amounts shown on the Purchase Agreement, plus all other amounts stated herein. Payment is due thirty (30) days after receipt of Our invoice. We may charge You interest on any unpaid amounts at the lesser of eighteen percent (12%) per year or the maximum amount permitted by law. In addition, if any check is dishonored, You shall pay Us Our then-current fee for checks returned unpaid.
- 3. Shipping; Delivery; and Security Interest.** Products shall be shipped from Our shipping dock, freight collect to the Installation Address specified on the Purchase Agreement or, if no such location is specified, to Your Billing Address. Your acceptance of the Products occurs upon delivery of the Products. Title and risk of loss shall pass to You upon delivery to the first common carrier. You will pay all costs relating to transportation, delivery, duties, and insurance. You hereby grant to Us a purchase money security interest covering each shipment of Products made hereunder (and any proceeds thereof) in the amount of Our invoice until payment in full is received by Us. The parties anticipate that they will follow the timeline set forth in Attachment A.
- 4. Warranty and Notice of Reused Components.** We warrant that the Products shall be free from defects in material and workmanship for ninety (90) days after delivery. GUIDED BY QUADI^{ENT}, INC.'S SUSTAINABLE DESIGN AND RESPONSIBLE MANUFACTURING POLICY, THE PRODUCTS MAY CONTAIN REUSED COMPONENTS. For more information visit <https://www.quadi^{ent}.com/about-us/sustainabledesign-and-manufacturing>.
- 5. Taxes.** You agree to pay for all applicable taxes related to the sale of any Products and, if applicable, the rental of any postage meter, as well as any taxes applicable to Your possession, and/or use of the Products. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing, and tracking of such charges and taxes.
- 6. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED HEREIN, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE PRODUCTS, POSTAGE METER, SOFTWARE, HARDWARE, OR SERVICE, OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT, OR OTHERWISE.

- 7. Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS PURCHASE AGREEMENT, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.
- 8. Assignment.** No right or interest in this Purchase Agreement may be assigned by You, without Our prior written consent.
- 9. Notice.** All notices, requests and other communications hereunder shall be in writing, and shall be addressed to You or Us, as applicable and shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written verification receipt.
- 10. Integration.** This Purchase Agreement, and Attachments A, B and C, referred to in this Agreement and attached hereto, represents the final and only agreement between You and Us regarding Your purchase of the Products. There are no unwritten oral agreements between You and Us. This Purchase Agreement can be changed only by a signed, written agreement between You and Us.
- 11. Severability.** In the event any provision of this Purchase Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.
- 12. Waiver or Delay.** A waiver of any default hereunder or of any term or condition of this Purchase Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Purchase Agreement.
- 13. Choice of Law; Venue; and Attorney's Fees.** This Purchase Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Purchase Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Purchase Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.
- 14. Equipment.** Quadi^{ent} represents and warrants that on the delivery date, the equipment will: (i) not introduce into the County's systems, any harmful code; and (ii) if any harmful code is introduced, Quadi^{ent} will: (a) use all reasonable efforts promptly to report that introduction to the County; (b) take all necessary action to eliminate the harmful code; and (c) promptly, at its own cost, repair any harm or destruction caused by that harmful code; (iii) be newly manufactured, unless specified otherwise in the Agreement; (iv) be free from any material defect in workmanship, design, and materials; (v) be



compliant with the Specifications and Documentation; and Documentation will be complete, accurate and free from material faults in design.

15. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability

arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent, including a Blanket Additional Insured Endorsement, is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

16. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

17. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

18. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims



to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

19. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

20. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

21. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

22. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub.

L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement ("Confidential Information"). The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement.

The term "Confidential Information" as used in this Agreement shall not include information that: (i) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Agreement, act or omission by Contractor or any of its representatives; (ii) at the time of disclosure is, or thereafter becomes, available to Contractor on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to Contractor by any legal, fiduciary, or contractual obligation; (iii) was known by or in the possession of Contractor, as established by documentary evidence, prior to being disclosed pursuant to this Agreement; or (iv) was or is independently developed by Contractor, as established by documentary evidence, without reference to or use of, in whole or in part, any of Disclosing Party's Confidential Information.

Nothing in this Agreement shall prevent Contractor from disclosing Confidential Information to the extent it is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, Contractor shall, to the extent permitted by law, promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

POSTAGE METER RENTAL AGREEMENT

- 1. Postage Meter Rental.** In this Postage Meter Rental Agreement (the "Rental Agreement"), the words "You" and "Your" mean the customer named on the Postage Meter Rental Agreement Purchase Agreement ("Purchase Agreement") or Snohomish County ("County"). "We," "Us" and "Our" mean Quadiant, Inc. You agree to rent from Us the postage meter(s) identified on the Purchase Agreement (the "Postage Meter") upon the terms stated herein.
- 2. Provisions as to Use.** You acknowledge that: (i) as required by United States Postal Service regulations, the Postage Meter(s) is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us; (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.



3. **Rental Fee, Payment and Term.** The initial rental term for the Postage Meter is set forth on the Purchase Agreement (“Initial Term”). The rental fee for the Initial Term is also set forth on the Purchase Agreement. The Initial Term of this Rental Agreement will begin on the earlier of either the date the Postage Meter is installed or five (5) days after the Postage Meter is shipped by Us. You promise to pay to Us the amounts shown on the Purchase Agreement in accordance with the payment schedule set forth thereon, plus all other amounts stated on the Purchase Agreement or in this Rental Agreement. You shall make all payments to the address indicated on Our invoice within thirty (30) days of the date of Our invoice. A late fee will be charged if the payment is not made within such period and an additional late fee will be charged for each subsequent thirty (30) days that the invoice remains unpaid. You agree to pay Us the then-current fee charged by Our financial institution for checks returned unpaid and for ACH direct debit transactions which are rejected. You also agree to pay all setting fees and charges incurred in connection with the download of funds to the Postage Meter. The Postage Meter rental fee does not include the cost of consumable supplies. This Rental Agreement is NON-CANCELABLE during the Initial Term and any Renewal Period (as defined below). Unless, at least ninety (90) days before the end of the Initial Term, You: (i) notify Us that You intend to return the Postage Meter at the end of the Initial Term by calling 1-800-636-7678; and (ii) send written notice to Us in the manner We instruct You when You call, this Rental Agreement will automatically renew on a quarter-to-quarter basis, except as prohibited by law, at the then-current payment amount for such Postage Meter (each a “Renewal Period”). We will not notify You that the Initial Term or any Renewal Term is ending. You may terminate this Rental Agreement at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so.
- Notwithstanding the foregoing, in the event that sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, You may terminate the Initial Term or any renewal term by giving Us thirty (30) days prior written notice of Your intent to do so.
4. **Return of Postage Meter and Products.** Upon the termination of this Rental Agreement, unless directed otherwise by Us, You shall, after receiving an Equipment Return Authorization (“ERA”) number from Us, promptly send the Postage Meter and any other products, at Your expense plus shipping and handling costs, to any location(s) that We designate in the contiguous United States. The Postage Meter must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear. Furthermore, You agree that if you fail to return a postage meter within thirty (30) days of receipt of the Equipment Return Authorization then You will pay a postage meter replacement fee of one thousand dollars (\$1,000).
5. **Postage Meter Maintenance, Inspections, and Location.** We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.
6. **Loss; Damage; Insurance.** You shall: (i) bear the risk of loss and damage to the Postage Meter and shall continue performing all of Your other obligations hereunder even if the Postage Meter becomes damaged or there is a loss, (ii) keep the Postage Meter insured against all risks of loss and damage in an amount at least equal to its full replacement cost.
7. **Postage Advances.** We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter. If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.
8. **Default.** In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to Quadient Finance USA, Inc., then We may, without notice: (i) repossess the Postage Meter(s); (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity. Furthermore, upon the return of the Postage Meter, You hereby authorize Us to offset any amount of postage remaining in the Postage Meter, prior to any refund to You, against any amount due to Us or any of Our affiliates. You shall also pay all of Our costs in enforcing Our rights under this Rental Agreement, if We are the prevailing party, including reasonable attorneys’ fees and expenses that We incur to take possession, store, or repair, the Postage Meter, as well as any other expenses that We may incur to collect amounts owed to Us. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.
9. **Rate Updates.**
- A. Maintenance of Postal Rates. It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.
- B. Rate Updates with Online Services. If the Purchase Agreement indicates that You are enrolled in Our Online Services program, then We will make available periodic updates for Your covered products and/or Postage Meter, including updates to maintain accurate USPS rates for the USPS services that are compatible with such products or Postage Meter. **The rate updates that are offered with Our Online Services program are only available for products that are Integrated (as defined below) into Your mailing machine.** For the purposes of this section, “Integrated” means that the covered hardware cannot properly operate on a stand-alone basis and it has been incorporated into the mail machine. Products that are not Integrated including, but not limited to, all Software and scales with “ST-77,” or “SE” in the model number will not receive updated rates as part of Our Online Services program (collectively “Excluded Products”).
- C. Rate Updates with Rate Change Protection and Software Advantage. If You have any of Our Excluded Products, You may have elected to purchase Rate Change Protection (“RCP”) from Us for Your hardware products or Software Advantage for Your Software. If the Purchase Agreement indicates that You have selected RCP or Software Advantage, We will make available the following updates for Your covered products or Software: (i) updates to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered products or Software; and (ii) updates for major zip or zone changes that are compatible with Your covered products or Software. If any reprogramming is required because You have moved the products or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. Customers with an outstanding Accounts Receivable balance may not receive a rate update until the open balance is resolved.
10. **United States Postal Service Acknowledgement of Deposit Requirement.** By signing this Postage Meter Rental Agreement, You acknowledge and agree that You have read the United States Postal



Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms and conditions, as it may be amended from time to time.

11. Additional United States Postal Service Terms.

- A. By signing this Postage Meter Rental Agreement, You acknowledge that You are also entering into an Agreement with the United States Postal Service ("USPS") in accordance with the Domestic Mail Manual ("DMM") 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (collectively, "Postage Evidencing Systems" or "PES") and accept responsibility for control and use of the PES contained therein.
- B. You also acknowledge You have read the DMM 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agree to abide by all rules and regulations governing its use.
- C. Failure to comply with the rules and regulations contained in the DMM or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this Rental Agreement.
- D. You further acknowledge that any use of this PES that fraudulently deprives the USPS of revenue can cause You to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802).
- E. You further understand that the rules and regulations regarding use of this PES as documented in the USPS Domestic Mail Manual may be updated from time to time by the USPS and it is Your obligation to comply with any current or future rules and regulations regarding its use.
- F. You are responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.

12. Taxes. You agree to pay for all applicable taxes related to the sale or rental of any products or Postage Meter to You, as well as any taxes applicable to Your possession, and/or use of the products and/or Postage Meter. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes.

13. Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED HEREIN, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF ANY PRODUCTS OR POSTAGE METER, ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE.

14. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS RENTAL AGREEMENT, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.

15. Assignment. No right or interest in this Rental Agreement may be assigned by You, without Our prior written consent.

16. Notice. All notices related to this Rental Agreement to Us shall be made by You, or an attorney representing You. Notice of nonrenewal of this Rental Agreement shall be made as outlined in Section 3 herein by calling 1-800-636-7678. All other notices, requests and other communications hereunder shall be in writing, and shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery. Written notices to Us shall be sent to: Quadient, Inc., 478 Wheelers Farms Road, Milford, CT 06461 ("Notice Address").

17. Integration. This Rental Agreement represents the final and only agreement between You and Us regarding Your acquisition of the Postage Meter and any other products or services. There are no unwritten oral agreements between You and Us. This Rental Agreement can be changed only by a signed, written agreement between You and Us.

18. Severability. In the event any provision of this Rental Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

19. Waiver or Delay. A waiver of any default hereunder or of any term or condition of this Rental Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Rental Agreement.

20. Choice of Law; Venue; and Attorney's Fees. This Rental Agreement shall be governed under the laws of the State of Washington, without regard to conflicts of law, and jurisdiction shall lie exclusively in a court of competent jurisdiction in the State of Washington. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Rental Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Rental Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

POSTAGE FUNDING ACCOUNT AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Postage Meter Rental Agreement with Quadient, Inc. ("Rental Agreement"). If you have an eligible Postage Meter or an eligible Postage on Call account, then you will have access to a postage funding account and this Postage Funding Account Agreement ("Account Agreement") shall govern Your use of such account. Any defined terms in the Rental Agreement shall have the same meanings in this Account Agreement, except that "We," "Us," and "Our," refer to Quadient Finance USA, Inc., an affiliate of Quadient, Inc. Sections 10 through 19 of the Rental Agreement are hereby incorporated into this Account Agreement except that any reference in those sections to the "Rental Agreement" refers to this Account Agreement.

2. Establishment and Activation of Account. You hereby authorize Us, to establish an account in Your name ("Account") for funding the purchase of postage from the United State Postal Service ("USPS") for use in the Postage Meter. Your Account may also be used to purchase supplies, rent Postage Meters, and obtain certain other



products and services from Quadiant Inc. The establishment of Your Account shall be subject to Our approval of Your creditworthiness. Any use of the Account shall constitute Your acceptance of all the terms and conditions of this Account Agreement and all other documents executed or provided in connection with the Account. The Account may not be used for personal, family, or household purposes.

3. Operation of Account. Each time an employee or agent of Yours with the express, implied, or apparent authority to do so (each an "Authorized User") uses the Account to receive a postage meter reset or obtain other products or services that Quadiant, Inc. is authorized to provide, Quadiant, Inc. will notify Us of the amount to be applied to Your Account balance. If the Account is used to obtain postage, then We will transfer the requested amount of postage to the USPS on Your behalf and Your Account will be charged for the amount of postage requested and any related fees, if applicable. You can continue to prepay the USPS for postage and understand that pre-paid postage funds will be used first to pay for my postage meter resets. You further understand that the Account will provide additional available postage funds when Your pre-paid account balance is zero (\$0). When You request a Postage Meter reset, if You have the funds on account with the USPS, those funds automatically will be withdrawn first to pay for postage, and any additional amounts due for postage and related fees will be billed through the Account under the terms and conditions of this Account Agreement. If the Account is used to acquire products or services that Quadiant, Inc. is authorized to provide, then We shall pay the applicable amount to Quadiant, Inc. and add such amount to Your Account balance.

4. Payment Terms. You will receive a billing statement for each monthly billing cycle in which You have any activity on Your Account. Payments are due on the due date shown on Your billing statement. You may pay the entire balance due or a portion of the balance, provided that You pay at least the minimum amount shown on the statement. However, if You have exceeded the Account Limit on Your Account, then You must pay the entire amount of any overage, as well as the minimum payment amount shown on the statement. Whenever there is an unpaid balance outstanding on Your Account which is not paid in full by the due date shown on Your billing statement, We will charge You, and You agree to pay, interest on the unpaid balance of the Account for each day from the date the transaction is posted to Your Account until the date the unpaid balance is paid in full, at the Annual

Percentage Rate (as defined below). The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by Us on Your Account that day. The Annual Percentage Rate applicable to Your Account will be equal to the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law. Each payment will be applied to reduce the outstanding balance of Your Account and replenish the amount available to You. We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit.

5. Account Limit and Account Fees. You agree that We will establish a credit limit on Your Account (the "Account Limit"). The exact amount of the initial Account Limit will be indicated on Your invoice. We may, in Our sole discretion, allow Your balance to exceed the Account Limit. In the event We do so, You agree to pay Us an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that You initiate after Your Account has reached the Account Limit. Such amount will be charged to Your Account on the date that the relevant transaction(s) occurs. Unless prohibited by applicable law, You agree to pay the amounts set forth in this Account Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, a fee for any checks

that are returned as a result of insufficient funds, a fee for any ACH direct debit transactions which are rejected, and an annual account fee. All such fees shall be added to Your Account balance.

6. Cancellation and Suspension. We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account. You can cancel Your Account at any time by notifying Us in writing at the address provided on Your Account statement of Your desire to do so. No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this Account Agreement. We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this Account Agreement by either party.

7. Default. We may declare You in default if You: (i) have made any misrepresentations to Us; (ii) at any time, have done or allowed anything that indicates to Us that You may be unable or unwilling to repay the balance of Your Account as required under this Account Agreement; or (iii) are in default under this Account Agreement or any lease, rental, or other agreement with Us, Quadiant, Inc., or their affiliates. If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the Account service or extend further credit under this Account Agreement. If We are required to take collection action or any other legal action under this Account Agreement and are the prevailing party, You shall pay upon demand by Us all court-allowed costs and collection costs, along with reasonable attorney's fees. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

8. Remedies. If We have declared that You are in default under this Account Agreement, then We may: (i) declare all agreements You have with Us in default and due and payable at once without notice or demand; (ii) refuse to make further advances on Your behalf to reset Your Postage Meter; and (iii) exercise any other rights that We may have. In addition, You agree that any default under this Account Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including, but not limited to, Quadiant, Inc., and Quadiant Leasing USA, Inc.

9. Amendments. We may amend this Account Agreement, or any of its provisions, including without limitation any fees and charges and/or the Annual Percentage Rate, at any time by at least thirty (30) days written notice to You, and such written notice may be included on Your billing statement. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account.

10. Notice: Any notice required to be given under this Account Agreement by either party hereto shall be given if to You, at the address shown on Your Purchase Agreement, and if to Us at 478 Wheelers Farms Road, Milford, CT 06461.

11. Miscellaneous. You understand that We may obtain credit reports in connection with Your Account now and in the future. This Account Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict-of-laws rules, and any applicable federal laws. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Washington.

MAINTENANCE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Product Purchase Agreement with Quadiant, Inc., or one of its affiliates ("Purchase Agreement"). Any defined terms in the



Purchase Agreement shall have the same meanings in this Maintenance Agreement. Sections 5 through 13 of the Purchase Agreement are hereby incorporated into this Maintenance Agreement, except that any reference in those sections to the “Purchase Agreement” refer to this Maintenance Agreement

2. Quadient’s Terms and Conditions for Maintenance Services. If the Purchase Agreement indicates that You have purchased maintenance services, then Quadient, Inc. will provide maintenance services for the Products for twelve (12) months (the “Initial Maintenance Term”) in accordance with Quadient’s then-current maintenance terms and pricing for the level of maintenance services that You have purchased. The current version of those terms and conditions is attached as Attachment C. You agree that You have access to such terms and that they are incorporated into this Maintenance Agreement by this reference and that You shall be bound by such terms as if they were fully stated herein. At the end of the Initial Maintenance Term, each year We will send You an invoice for an additional year of maintenance services. By paying such invoice, You agree to continue the maintenance service in accordance with this Maintenance Agreement. Maintenance will be discontinued if the invoice is not paid by the County. All maintenance payments are nonrefundable. **Notwithstanding the foregoing, maintenance services are not available on HD Office Printer Series products.**

3. Auto Ink Program. If the Purchase Agreement indicates that You have elected to participate in Our Auto Ink Program (the “Program”), then you hereby authorize Us to ship You a new ink cartridge for the Product whenever the Product indicates that the then-current ink cartridge reaches twenty percent (20%) of its capacity. You authorize Us to charge the then-current fee for such cartridge (plus applicable taxes and shipping charges) to Your Postage Funding Account, You may opt out of the Program at any time by sending an email to CIMneworders@quadient.com.

ONLINE SERVICES AND SOFTWARE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Product Purchase Agreement with Quadient, Inc. (the “Purchase Agreement”). Any defined terms in the Purchase Agreement shall have the same meanings in this Online Services and Software Agreement (“OSS Agreement”). Sections 5 through 13 of the Purchase Agreement are hereby incorporated into this OSS Agreement, except that any reference in those sections to the “Purchase Agreement” refers to this OSS Agreement.

2. License Grant and Additional Terms. In exchange for the license fees that are included in Your Purchase Payment, We hereby grant to You a nonexclusive, nontransferable license to use the Software products, including related documentation, described on the Purchase Agreement solely for Your own use on or with the Products. You warrant and represent that You will not sell, transfer, disclose or otherwise make available such Software products or copies thereof to third parties; provided, however, that the Software products may be used by Your employees or independent contractors using the Products. No title or ownership of the Software products or any portion thereof is transferred to You. You acknowledge and agree that there may be additional terms and conditions that apply to Your use of any Software provided by Us. Such terms may be provided with the Software, or made available at www.quadient.com/software-terms and may be supplemented by Us or third party licensors, from time to time, by notice to You. You acknowledge and agree that You have access to the appropriate version(s) of the applicable terms provided at the address above and corresponding to Software described on the Purchase Agreement at the time you enter this OSS Agreement. Such

terms are incorporated herein by this reference, and You agree to be bound by such terms as if they were fully stated herein.

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:

*Volume bands renew annually.

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

3. Software Support. Unless otherwise specified in the applicable Software terms, if You have purchased support for the Software, We will provide the following for a period of one (1) year: (i) software updates and, if applicable, carrier rate updates that keep You current and compliant with supported carrier rates, fees, zone schedules, label, barcode and forms changes; (ii) updates to the Software; (iii) corrective bug fixes as released; and (iv) technical support for the Software (collectively “Software Maintenance”). At the conclusion of each year of Software Maintenance, the Software Maintenance will automatically renew for additional one-year periods at Our then current fee for such services unless you give us at least sixty (60) days prior written notice that you wish to cancel the Software Maintenance. You acknowledge that the Software may fail to comply with applicable regulations if you do not have Software Maintenance and that We shall not have any liability in connection with any such failure. If You allow the Software Maintenance to lapse, You may reinstate such services; provided that you pay all fees that would have been due from the expiration of Your last Software Maintenance period through the reinstatement date, plus a 15% administrative surcharge.

4. Use of Websites and SaaS Services. Quadient, Inc. and/or any of Our affiliates, or suppliers, including, but not limited to, Quadient Finance USA, Inc. may, from time to time, make certain content and/or services available to You via the Internet (“Websites”) in order to provide You with certain services, including, but not limited to, software



as a subscription services. If You access any such Websites, You acknowledge and agree that Your use of the Website is subject to the ~~terms of use and/or subscription terms in effect at the time You use the Website~~. Such terms are available on the Websites for Your review. You acknowledge and agree that such terms may be supplemented and modified from time to time ("Supplemental Terms"). Your use of a Website after Supplemental Terms have been issued will signify Your

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acceptance of those terms. In the event of a conflict between the terms of this OSS Agreement and the Supplemental Terms, the Supplemental Terms shall control.

5. Attachment B. Attachment B to this OSS Agreement is incorporated herein by this reference.

Page 7/12

Purchase Equipment Terms USPS Direct V9-2020





ATTACHMENT B - ADDENDUM TO AGREEMENTS

This Addendum to Agreements is by and between Quadient, Inc. ("Quadient") and SNOHOMISH COUNTY ("Customer") with reference to the following:

- A. Quadient and Customer are entering into a Product Purchase Agreement (the "Purchase Agreement"), pursuant to which Quadient will sell certain 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 Purchase Agreement, or the OSS Agreement.

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

eCertify Purchase Addendum

03/08/2023

HPL



Attachment C Quadiant Maintenance

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

WHAT'S COVERED?

Maintenance services, as described herein, will be provided for the Products at the Delivery Location. Quadiant 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"). Maintenance Services do not include consumable parts and/or wearable parts as defined by Quadiant. 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 Quadiant. Quadiant may, at its option, designate a third party to provide Maintenance Services. Quadiant, 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 Quadiant while performing Maintenance Services become the property of Quadiant.

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 Quadiant Leasing USA, 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 Quadiant 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 Quadiant's then-current published rates for time and materials. Charges for labor for maintenance services that are deemed unnecessary shall include travel expenses (including travel time, gas, tolls, mileage, etc.).

All payments for Maintenance Services and Additional Charges are nonrefundable. Quadiant 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?

Quadiant Maintenance Terms V01-

- **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 Quadiant 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 Quadiant'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 Quadiant of a need for service by contacting Quadiant in the manner directed by Quadiant. Quadiant may, at its sole discretion, attempt to resolve Products performance issues over the telephone. If Quadiant determines that on-site service is necessary, Quadiant shall provide such on-site service in accordance with the terms set forth herein.

WHAT'S NOT COVERED BY THE QUADIANT 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 Quadiant'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 Quadiant or its authorized service representatives;
- Damage or repair necessitated by relocation of the Products not conducted by Quadiant;
- 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 Quadiant's specifications;
- Recovery of any customer data stored within Quadiant Products or the maintaining of any back-up data;
- Rebuilding or major overhauls which Quadiant determines are necessary ("Reconditioning").

All of the foregoing are "Excluded Services." Excluded Services also include operator training beyond the initial training provided by Quadiant and application configuration and set-up. In the event Customer requests Quadiant to perform an Excluded Service, Customer shall pay Quadiant its then-current hourly rate for those services (including travel time), as well as Quadiant'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 Quadiant's published specifications. Except as specified and approved by Quadiant, 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 Quadiant performing Maintenance Services.

USE OF QUADIANT SUPPLIES: If the Customer uses other than Quadiant supplies, and if such supplies are defective or unacceptable for use in Quadiant machines and cause abnormally frequent service calls or service problems, then Quadiant 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 Quadiant authorized supplies.

ENVIRONMENT/ELECTRICAL: Customer shall provide a suitable environment for Products as specified by the manufacturer. In order to ensure optimum performance by the Quadiant 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 Quadiant 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, Quadiant may terminate the Maintenance Services on any Product that is otherwise covered by such Maintenance Services.

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

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

WHAT ELSE DO I NEED TO KNOW?


Quadiant 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 Quadiant 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 Quadiant.**

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.

Signature Certificate

Reference number: BPHMH-ZN76G-JP29R-CF9VR

Signer	Timestamp	Signature
Catherine Braisted Email: c.braisted@quadiant.com Sent: 14 Apr 2023 14:06:04 UTC Viewed: 14 Apr 2023 14:10:49 UTC Signed: 14 Apr 2023 14:12:02 UTC		
Recipient Verification: ✓Email verified	14 Apr 2023 14:10:49 UTC	IP address: 73.60.98.202 Location: Ansonia, United States

Document completed by all parties on:
14 Apr 2023 14:12:02 UTC

Page 1 of 1



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