

These Terms and Conditions are incorporated into documents, order forms, and any other agreement referencing these terms ("Agreement") for products, including but not limited to hardware, software, and associated supplies (collectively, the "Items") or services of any kind (collectively, the "Services") sold, leased, or shall be provided to the listed customer ("Customer") on the Agreement. Both the Items and Services (collectively, the "Products") are provided to Customer by an affiliate or subsidiary of Summit Technology Affiliates, LLC ("Summit"). These terms and any additional terms contained in the Agreements shall be binding between the Customer and the specific affiliate or subsidiary of Summit (referred to herein as "STA", as the case may require). These terms and conditions may be modified from time to time, but the version in effect at the time of execution of the Agreement shall be the terms and conditions that apply to such Agreements unless modified by both parties.

1. GENERAL TERMS

- 1.1. **Order and Acceptance.** Placement of an order for Products ("Order") with STA signifies Customer's offer to purchase and explicit acceptance of these terms and conditions. No order is binding on STA until signed and accepted at STA's home office. STA does not agree to any proposed additions, alterations, or deletions by Customer. Any other statement or writing by Customer will not alter, add to, or otherwise affect these terms or conditions unless executed in writing by an Officer of STA.
- 1.2. **Purchases/Rentals.** For orders involving Purchasing or Renting Hardware and/or Software, Customer acknowledges and Agrees to pay any remaining balance as per listed payment plans and following the Credit guidelines as listed elsewhere in this document.
- 1.3. **Leasing.** For orders Leasing or Financing Hardware and/or Software, Customer acknowledges receipt of the separate lease or financing agreement and understands that such Agreement is governed by its own terms and conditions. In the event a Service or Product Maintenance Agreement is executed and billing for those Services are included in the hardware lease payment, the Plan will follow the terms and conditions as governed by this agreement and shall run coterminous with such Lease term. In the event of early termination of such lease all remaining payments due under such Plan become immediately payable to STA. Customer agrees that in the event corrections to the Lease Agreement are needed, or in the event a new Lease Agreement must be executed that Customer agrees to execute such documents if no material changes exist between the previously executed Agreement.
- 1.4. **Taxes.** Customer agrees to pay all applicable taxes related to any Order for future charges for and Services provided by STA.
- 1.5. **Delivery.**
 - 1.5.1. **ITEMS FOR STA DELIVERY:** Delivery shall be F.O.B. to the Customers location.
 - 1.5.2. **ITEMS SHIPPED:** Delivery shall be F.O.B. STA's warehouse. Customer assumes the risk of, and STA shall not be liable for, any loss or damage after such delivery. All claims for damage in transit shall be made by Customer directly to the carrier and Customer shall be liable to STA for any unpaid balance of the purchase price irrespective of any loss or damage after delivery. No products may be returned, and no back charge is permitted without the prior written consent of STA. STA may ship any order in multiple shipments. All shipments may be separately invoiced and shall be paid by Customer when due without regard to delivery or non-delivery of any remaining items.
- 1.6. **Cancellations and Delays.** STA may cancel any order or any part of an order without cause at any time. Except as stated herein, Customer may not cancel or modify any order unless consented to in writing by STA. STA's consent may be conditioned upon the payment of a service charge or other expenses of STA. Customer shall be obligated to pay for any products shipped. STA shall not be liable for any delivery delay directly or indirectly resulting from, or contributed to by, any circumstance beyond STA's control, including, but not limited to, an act of God, war or national emergency, fire, flood, explosion, inability to obtain necessary products or materials, any labor dispute or strikes (including those of carriers), or export, import, dollar exchange or other governmental regulations or restrictions. Customer may cancel for non-delivery, but only if Products are not delivered more than 60 days after requested delivery date and the delay is not otherwise excused by these terms and conditions. Customer may not cancel if it accepts any part of the products after such 60 days. Customer's sole remedy upon STA's failure to deliver shall be a refund of the amount paid to STA for the items not shipped. Customer may not delay scheduled shipping date except upon: (a) written request referencing order number and new shipping date (b) agreement to pay STA the greater of STA's actual handling and storage charges incurred, or 20% of the invoice price per month for each month or part thereof from original ship date to actual shipping date. STA has the right to refuse such request and Customer must accept delivery.
- 1.7. **Warranty Limitations.** THE WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF THE CONDITION OF THE PRODUCTS, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. STA does not represent or warrant:
 - 1.7.1. that the Products will operate error free or that they will operate uninterruptedly or that they will operate in combination with existing hardware, infrastructure or systems;
 - 1.7.2. that the Products may not be compromised or circumvented;
 - 1.7.3. that the Products will prevent any loss or injury by any person, or otherwise; or
 - 1.7.4. that they will in all cases provide the protection or serve the Purpose for which they are purchased. This warranty gives you specific legal rights and you may also have other rights that vary from state to state. No representative of STA is authorized to extend any additional warranty unless approved in writing by an executive officer of STA. All warranties are limited to the original Customer and are not transferable. Customer is responsible for determining whether the Products (or any part thereof) are suitable for Customer's intended use. Because of the variety of factors which go into the selection of Products, some of which are uniquely within the user's knowledge and control, it is essential that the Customer evaluate STA's Products to determine whether

they are suitable for Customer's method of use. The warranties given by STA do not cover, and STA shall not be liable for, any conditions attributable to

- 1.7.4.1. acts of God, misuse, faulty installation, physical damage, vandalism, misapplication, normal wear and tear, extreme environmental conditions, chemical attack, lack of compliance with applicable instructions, inadequate or improper maintenance, negligence, accident, tampering, alteration, substitution of inferior quality component parts or
- 1.7.4.2. the incompatibility, improper design, manufacture, installation, operation or maintenance of products, accessories, equipment or materials not supplied by STA.

- 1.8. **Limitation of Liability.** CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR LIABILITY OF ANY KIND WITH RESPECT TO THE PRODUCTS FURNISHED UNDER THIS AGREEMENT AND ANY OTHER PERFORMANCE BY STA UNDER OR PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO THE REMEDY OF REPAIR OR REPLACEMENT, PROVIDED THAT IF REPAIR AND REPLACEMENT BECOME IMPRACTICABLE, THEN CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE A FULL RETURN OF THE PURCHASE PRICE. STA SHALL UNDER NO CIRCUMSTANCES BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, EVEN IF STA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. Customer agrees that STA is not an insurer and no insurance coverage is offered herein. STA is not assuming liability, and, therefore shall not be liable to Customer for any loss, personal injury or property damage sustained by Customer or any other party as a result of Product failure, or any other cause whatsoever, unless such loss or damage was caused by STA's grossly negligent or intentional conduct. STA is providing the Products for legal uses only by Customer. STA is neither responsible nor liable for any unauthorized or illegal use of the Products by Customer or any other party, nor operator/user errors, mis-use, or failure to follow and implement protocols to safeguard data breaches. STA is not liable for any loss resulting directly or indirectly from force majeure, or the failure of the customer to obtain any and all permits or site licenses required under local, state or federal law to deliver and install the Products.
- 1.9. **Governing Law/Jurisdiction.** All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Oklahoma. Customer consents to receiving all notices applicable to this Agreement or its enforcement at the delivery address for the Products.
- 1.10. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 1.11. **Customer shall not, unless agreed to in writing by STA, solicit the Services of STA employees providing Services under this Agreement, during the term of this Agreement, and for one year after the last Services are provided under this Agreement. If such action occurs and results in a STA employee accepting employment with Customer, Customer shall pay STA, as liquidated damages of an amount equal to that individual's STA annual salary to offset such recruiting and training costs.**
- 1.12. **Third Party Beneficiary.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
- 1.13. **Severability.** If any provision of this agreement shall be held to be unlawful or unenforceable, the remaining portions of this agreement shall remain in full force and effect. No other agreement or understanding shall modify this agreement in any way or shall be binding upon STA unless contained in a writing signed by STA's authorized representative.
- 1.14. **Supersedes.** These terms and conditions applicable to the parties relating to the Products specified in the associated Agreement and general operating terms between STA and Customer, supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements, representations or conditions, whether oral or written, whether express or implied, with respect to such matters.
- 1.15. **STA entities.** The specific affiliate or subsidiary of Summit is identified based on the Branch name or as otherwise denoted on the Agreement, parties agree acknowledge the below entities in reference:

Branch or dba	Legal Entity ("STA")
Summit Business Systems	Summit Business Systems, LLC
Summit Mailing	Summit Mailing & Shipping Systems, LLC
Springfield Mailing (Springfield, MO)	Summit Mailing & Shipping Systems, LLC
JMP Office Technologies	Summit Technology Affiliate CA1, LLC
CCI Office Technologies	STA-CCI, LLC
Midwest Office Technology (Iowa location)	STA-MOT-IA, LLC
Midwest Office Technology (KS & MO locations)	STA-MOT-KS, LLC

2. CREDIT APPLICATION AND/OR SIGNED LEASING AGREEMENTS

- 2.1. STA and any of its employees, officers, agents, designees, or 3rd party financial institutions or leasing companies for which STA uses to fund transactions (collectively, "STA Parties") hereby are authorized to contact the trade and bank references identified in this Application and to obtain such additional information as they may require concerning Customer's creditworthiness, and Customer

hereby waives any and all claims against, and fully releases from liability, any and all STA Parties with respect to any such inquiry.; Any representatives of any of the trade or bank references identified in such Application are authorized to disclose to the STA Parties any information pertaining to Customer's credit history requested by any STA Parties, including, without limitation, information regarding Customer's loans, accounts, purchases or other financial transactions involving the bank or trade reference in the past, present and future, and Customer hereby waives any and all claims against, and fully releases from liability, any such representatives with respect to any such disclosure.

- 2.2. At any time while this Application is pending and throughout any period during which STA has extended business credit to Customer for which it has not yet been reimbursed, STA may obtain credit reports (including, without limitation, consumer credit reports) regarding Customer as well as its principal(s), proprietor(s) and/or guarantor(s) in connection with the extension or continuation of business credit provided by STA to Customer pursuant to or in connection with this Application. Customer hereby consents to the use of any such credit report consistent with the Federal Fair Credit Reporting Act as set forth in U.S.C. §§ 1681 et seq. Furthermore, STA is authorized to share information regarding the extension of business credit to Customer pursuant to this Application, including, without limitation, Customer's future credit record with STA, with any credit-reporting agency if such information is specifically requested from STA.
- 2.3. Customer will give STA at least 15 calendar days' prior written notice of any development that may adversely affect Customer's financial condition, including, without limitation.
- 2.4. STA may reject this Application in its sole and absolute discretion. STA may cancel or modify Customer's business credit granted as a result of this Application at any time in STA's sole and absolute discretion.
- 2.5. Customer acknowledges STA follows guidelines provided by The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit Customers on the basis of race, color, religion, national origin, sex, marital status, age (provided the Customer has the capacity to enter into a binding contract); because all or part of the Customer's income derives from any public assistance program; or because the Customer has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning Customers is the Federal Trade Commission, ECOA Compliance, Washington, DC 20581.
- 2.6. Customer hereby agrees and acknowledges that it is its intent in executing this Application that all sales made by STA to Customer based upon any credit extended by STA to Customer pursuant to or in connection with this Application will be governed by STA's standard terms and conditions of sale as the same may be in effect from time to time.

3. CREDIT TERMS FOR ALL AGREEMENTS

- 3.1. Payment. Unless otherwise specified, payment shall be in United States funds. Unless set forth otherwise herein, and subject to credit approval, payment in full is due on or before date of shipment or date of install, whichever is earlier. All Orders are subject to approval of STA's credit department. No employee, agent, or representative of STA, except an executive officer, has the authority to vary any term hereof or to make any agreement or representation not incorporated herein.
- 3.2. Net Terms. For certain Products including but limited to Maintenance, Support, Supplies, Recurring Billing, and Chargeable Services STA may issue to Customer a Net Terms credit account. In such event all payments owed to STA shall be due on or within thirty (30) days from the date of an invoice. STA may elect to offer shorter Net terms such as 10 or 20 days based on the applicable sale and/or based on the Customer specific credit situation. All Net Terms accounts are subject to limits set by STA management and may be altered or revoked at any time without notice.
- 3.3. Special Terms. In certain situations, and only with STA senior management approval, STA may issue special terms to Customer for upfront orders of Products. Such Special Terms are subject to the same credit terms, security, and default as standard Net Terms accounts listed in this agreement. Customer shall execute and deliver to STA, at any time and from time to time, all agreements, instruments, documents and other written matter (the "Supplemental Documentation"), that STA may request, in form and substance acceptable to STA, to perfect and maintain perfected STA's priority security interest and lien in and to the Products and/or other lien or bond rights provided herein, and to otherwise consummate the transactions contemplated by this paragraph. Customer, irrevocably, hereby makes, constitutes and appoints STA, and all persons designated by STA for that purpose, as Customer's true and lawful attorney and agent-in-fact, to sign the name of Customer on the Supplemental Documentation if required, and to deliver such Supplemental Documentation to such persons as STA may reasonably elect. Applicant hereby authorizes STA to prepare and file any Uniform Commercial Code ("UCC") financing statements, amendments to UCC financing statements and any other filings or recordings in all jurisdictions STA deems appropriate without Customer's signature, and authorizes STA to describe the collateral in such financing statements in any manner STA deems appropriate.
- 3.4. Past Due. Past due payments bear interest from their due date at the lesser of 1-1/2% per month (18% per annum) or the maximum rate permitted by law. Should it become necessary for STA to enforce collection of any amount due by legal proceeding or otherwise, Customer agrees to pay all fees, including, but not limited to, legal fees, and to pay all expenses associated with collection.
- 3.5. Security Interest. This document shall constitute a security agreement between Customer and STA to the extent allowed by law. Until payment is received by STA in full, STA shall have a continuing security interest in the products purchased, wherever located, together with all after-acquired property of like or similar kind, all accessions, accessories, replacements, products and proceeds to secure all sums now or hereafter owing by purchaser to STA, including future advances. Acceptance of partial payment by STA shall not limit or alter its security interest in the products and materials shipped. Customer agrees to execute any and all reasonable documents and

hereby permits STA to take whatever steps are necessary to perfect STA's security interest in the products and materials shipped to Customer by STA.

- 3.6. Default. Should Customer (a) default in making payment, (b) remove any of the Products from its premises without STA's consent prior to payment in full, except for sale/lease in the ordinary course of business, (c) encumber, mortgage or grant another security interest in the Products, (d) become insolvent or make an assignment for the benefit of creditors or a petition be filed by or against Customer under any bankruptcy law, (e) abandon or suspend its business or vacate its premises, or (f) if STA deems itself insecure, STA may declare all unpaid sums immediately due and payable and may hold unshipped products or stop products in transit. STA shall have all remedies of a secured party under the Uniform Commercial Code and may peaceably on its own or with judicial assistance enter Customer's or any other premises and take possession and remove the Products and dispose of same. Customer shall pay for all costs of retaking, holding, storing, preparing for sale and selling the products, including attorney's fees.
- 3.7. If the Product Maintenance Agreement is billed on behalf of STA by a Leasing or Financing institution, Customer acknowledges this is done as a convenience to the Customer and the Product Maintenance Agreement and all funds due under such, are still payable to STA. STA or the Leasing institution may at any time cease to provide a combined billing/invoicing, and under these circumstances such funds as invoiced are payable to STA.

4. PRODUCT MAINTENANCE AGREEMENTS

- 4.1. If Customer has elected a Product Maintenance Agreement for the Items as listed on the Agreement ("Covered Items"), this shall commence and continue throughout the dates appearing on the referencing Agreement executed by the parties and will continue through that term. If the Product Maintenance Agreement is signed in conjunction with Purchasing or Leasing items, the start date of this Product Maintenance Agreement shall be the day of installation unless specifically written on such Agreement as an alternate start date. This Product Maintenance Agreement will be automatically renewed on an annual basis unless terminated by either party by the giving of written notice to the other party not less than thirty (30) or more than ninety (90) days prior to the expiration of the then current term (original or renewal). The terms and conditions set forth herein shall remain in full force and effect during any renewal term, except that the rates set forth on the reverse hereof shall be adjusted during any renewal term to STA's then current rates. In the event the customer terminates this Agreement prior to its expiration date, the Customer agrees that STA may accelerate and bill customer for all remaining payments otherwise due and owing pursuant to the parties' product maintenance agreement. Customer further understands and agrees that it shall not be entitled to any refund of any amount paid under this agreement in the event it chooses to terminate this Product Maintenance Agreement. The parties agree that the Product Maintenance Agreement is a binding contract with a full current term of the Agreement (original or renewal). All terms of this contract are accepted, upon STA Acceptance of an Order Agreement or Product Maintenance Agreement, regardless if services have been rendered or any payment have been made towards this contract.
- 4.2. If fees for the Product Maintenance Agreement are billed by a Third Party such as a leasing company ("Third") the following provisions apply:
- 4.2.1. In the event of default on such lease all Product Maintenance Agreement fees are due in full for the remaining term and may be collected either via the third party or by STA directly.
- 4.2.2. The Third is billing fees for such Product Maintenance Agreement as a convenience to the Customer and all funds and rights due to such fees are still due to STA not directly to the Third Party if invoiced separately by STA.
- 4.2.3. In the event the Third erroneously bills or stops billing Customer, STA reserves the right to correct or resume billing the fees directly to the Customer.
- 4.3. In addition to rate adjustments at the renewal of this agreement, STA reserves the right to an annual increase of the rate during any initial or renewal term. Such increase shall not exceed 15% of the then current rates. The initial charge shall be the amount on the Agreement.
- 4.4. Customer understands that additional attachments, usage or specification changes may require an increase in fees & agrees to pay such fees promptly when due.
- 4.5. For devices that are billed on a per copy or click basis for prints, if the device is also used as a scanning device, STA reserves the right to charge an excessive scan fee if the scan count exceeds copy/print count. The excessive scan charge will apply at \$0.002 for each scan over the copy/print count.
- 4.6. STA's obligations thereunder shall be limited to:
- 4.6.1. At STA's discretion, periodic inspections and diagnostic check of the Covered Items and
- 4.6.2. respond (in person or remote support as STA deems appropriate) to Customer initiated requests for Service to our dispatch hotline or as otherwise communicated methods, during STA's business hours (8am to 5pm Monday through Friday, excluding STA Holidays and office closures due to weather or unsafe travel conditions),
- 4.6.3. repair or replacement of defective or worn out parts of the Covered Items associated with the ordinary use of the Equipment as required due to normal wear and tear,
- 4.6.4. For Copier, MFP, or desktop Printer Product Maintenance Agreements that are marked as including supplies ("Supply Inclusive") the supplies needed to operate the Covered Items shall be included at no additional charge under the terms of the Supply

Inclusive provisions listed below (Specifically Mailing Equipment, Address Printers, Letter Openers, and Ink based print devices are not eligible to be Supply Inclusive.)

- 4.7. Supply Inclusive agreements as listed above. Such included Supplies shall include the Toner and Developer as listed on the Agreement needed to create the printed pages and are based on manufacturer supply consumption and yield calculations. STA will determine and deliver supplies in accordance with agreed upon and/or billed usage. Use of covered supply products above the expected usage may result in additional charges. Unless specifically listed on the Product Maintenance Agreement, staples and paper are EXCLUDED, and only the toner and developer based on the selected contract type are included (example, BW only or BW & Color Supplies). Supplies may be OEM original or non-OEM at the discretion of STA. At the conclusion of this Agreement or the Product Maintenance Agreement all unused toner and supplies must be returned, or additional charges shall be incurred.
- 4.8. Customer agrees to provide Dealer with accurate meter readings based on the billing term on the Agreement, or if mutually agreed upon, to provide STA with timely access to all Equipment so that Dealer may obtain meter readings as required for an additional fee. If accurate meter readings are not provided, or if timely access is not provided, STA reserves the right to estimate the meter reading from previous meter readings. Customer agrees and consents that STA may obtain meter readings via remote access and grants Dealer the right to do so.
- 4.9. Specific listed "Excluded Services", though not all encumbering, Maintenance Services do not include:
 - 4.9.1. additional operator instructions after initial installation of the machine.
 - 4.9.2. de-installation of the Equipment, or moving the Equipment (however these services are available for an additional fee);
 - 4.9.3. services provided before 8:00 a.m. or after 5:00 p.m. local time based on the location of the Equipment (however service may be available outside of those hours for an additional fee);
 - 4.9.4. maintenance or repairs made necessary by the failure of Customer to maintain or use the Equipment in conformance with Manufacturer's specifications, improper programming, use of the Items for functions other than which it was designed or designated to operate, or changes in the Customer's materials or applications;
 - 4.9.5. maintenance or repairs made necessary by changes in the or alterations to the Items or the attachment of other parts or components to the Equipment by Customer, and any service in connection with attachments of the machine that are not covered under this Product Maintenance Agreement;
 - 4.9.6. maintenance or repairs made necessary by accidents, acts of God, or natural disasters;
 - 4.9.7. maintenance or repairs made necessary by the negligence, misuses, specification changes or causes other than normal use of the Customer;
 - 4.9.8. maintenance or repairs made necessary by the unauthorized maintenance by Customer or any third party other than STA or its authorized service representatives;
 - 4.9.9. damage or repair necessitated by relocation of the Equipment;
 - 4.9.10. maintenance or repairs made necessary because Customer has exceeded the published performance specifications for the Items.
 - 4.9.11. maintenance or repairs made necessary by Customer's use of parts, consumables, or other supplies that do not comply with STA's specifications;
 - 4.9.12. recovery of any customer data stored within STA equipment or the maintaining of any back up data
 - 4.9.13. rebuilding or major overhauls which STA determines are necessary ("Reconditioning").
 - 4.9.14. operator training beyond the initial training provided by STA and application configuration and set-up.
 - 4.9.15. Shop reconditioning or replacement of complete assemblies resulting from age of the equipment above 5 years or from use of the equipment above and beyond manufacturer's specifications and rated capacity;
 - 4.9.16. In the event Customer requests STA to perform an "Excluded Service", and if STA agrees to perform such, Customer shall pay STA its then-current hourly rate for those services (including travel time), as well as STA's then-current price for any parts required in connection with such services.
- 4.10. Electrical and Power Responsibilities,
 - 4.10.1. Newer technology has allowed machines to be smaller in size while adding more features. This requires an electrical outlet which provides steady current without much drop in voltage while the machine is running (i.e. 15, vs 20 amp outlet, dedicated line, grounding of the outlet, etc...) Therefore; ALL equipment under maintenance must be connected to a proper electrical outlet.
 - 4.10.2. STA will test the electric outlet to which the equipment will be connected, free of charge, and notify customer if any change is needed. Customer at its own expense will make the recommended change for electrical outlet. All equipment must be connected through a recommended surge protector.
 - 4.10.3. STA may cancel a Product Maintenance Agreement subject to the Customer in Default if the equipment is connected to an improper electrical outlet or, connected without a recommended surge protector after sufficient notice to rectify the problem has been given. A list of recommended surge protectors will be provided to customer by STA upon request.
- 4.11. Additional Customer Responsibilities:
 - 4.11.1. COPIES OF DATA: Customer is solely responsible for all data stored on the Equipment and making copies of all such data prior to STA performing Maintenance Services, as well as periodic backups of customer sensitive data in case of an equipment fault.
 - 4.11.2. USE OF STA SUPPLIES: If the Customer uses other than STA supplies and if such supplies are defective or unacceptable for use in STA machines and cause abnormally frequent service calls or service problems, then STA 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 use only STA authorized supplies.

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

4.11.4. ACCESS TO EQUIPMENT: Customer shall allow STA full and free access to the Equipment and the use of necessary data communications facilities and equipment at no charge to STA.

4.12. In order to receive Maintenance Services on the Equipment, the Customer must notify STA's Dispatch Center of a need for service. STA may, at its sole discretion, attempt to resolve Equipment performance issues remotely or over the telephone. If STA determines that on-site service is necessary, STA shall provide such on-site service in accordance with the terms set forth herein.

4.13. Service shall be performed during STA's usual business hours; however, service when and if available after STA's usual business hours and on Saturdays, Sundays, and Holidays shall be charged at STA's then current maintenance rate for labor, travel, and expenses in addition to any fee charged to customer thereunder.

4.14. If machine is regularly used by more than one (1) 8 hour shift of personnel, the charges set forth herein shall be increased by fifty (50%) percent for each additional shift regularly using the machine, though use must be within the manufacturers specifications.

4.15. For all equipment listed on the Product Maintenance Agreement that is above 5 years old, if in STA's opinion, the machine should be removed for a shop reconditioning because on-site repair and/or replacement of parts cannot keep the machine in satisfactory operation condition, STA will submit a cost estimate to customer for reconditioning and if authorized by customer, STA will recondition the machine at the sole expense of the customer which will be in addition to any charge paid by customer thereunder.

4.16. STA shall not be liable, in any event, for any incidental, consequential, special, indirect, consequential or punitive damages in connection with Services, Products, parts, or labor provided thereunder or resulting from any use or failure of machines, including without limitation, liability for customer's expense or loss of income, whether arising out of breach of contract, strict liability, negligence or otherwise.

4.17. In the event that STA provides service thereunder for any of the following units, the parties listed next to said units are hereby expressly excluded from STA's obligations thereunder.

4.17.1. Electronic Scales – Electronic Components required to update for USPS or other carrier rate increase/change. Load cell care excluded when replacement is necessitated by accident, damage, or abuse.

4.17.2. Printers – Related to Mailing & Shipping Equipment – Supply items (paper, ink roller(s), ribbon(s), printing dies, wheels and matrix assemblies are excluded when replacement is necessitated by accident, damage, or abuse

4.17.3. Poster Meters & Mailing Machines – Ad Plates, Ink Rollers, Ink Cartridges, Tape, and Envelope Moistening Brushes and Wicks

4.17.4. All Models – Consumable Supply Items – Ink Roller, Ink Cartridges, Ink Heads, Pre-Inked Roller Assemblies, Paper Tape, Labels, and Paper Tape Pads.

4.18. Any and all warranties provided by the manufacturer of the machine(s) which are now or hereafter become, the products covered by this Product Maintenance Agreement are not modified or extended in any way pursuant to this Product Maintenance Agreement. THE WARRANTY(IES) PROVIDED BY THE MANUFACTURER IS IN LIEU OF ALL OTHER WARRANTIES WHICH MIGHT OTHERWISE BE PROVIDED BY STA, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF THE CONDITION OF THE PRODUCTS, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. SOFTWARE SUPPORT PLANS

5.1. If Customer has elected a Software Support Plan for the Items as listed on the Agreement ("Covered Items"), this shall commence and continue throughout the dates appearing on the referencing Agreement executed by the parties and will continue through that term. If the Software Support Plan is signed in conjunction with Purchasing or Leasing items, the start date of this Software Support Plan shall be the day of installation unless specifically written on such Agreement as an alternate start date. This Software Support Plan will be automatically renewed on an annual basis unless terminated by either party by the giving of written notice to the other party not less than thirty (30) or more than ninety (90) days prior to the expiration of the then current term (original or renewal). The terms and conditions set forth herein shall remain in full force and effect during any renewal term, except that the rates set forth on the reverse hereof shall be adjusted during any renewal term to STA's then current rates. In the event the customer terminates this Agreement prior to its expiration date, the Customer agrees that STA may accelerate and bill customer for all remaining payments otherwise due and owing pursuant to the parties' Software Support Plan. Customer further understands and agrees that it shall not be entitled to any refund of any amount paid under this agreement in the event it chooses to terminate this Software Support Plan. The parties agree that the Software Support Plan is a binding contract with a full current term of the Agreement (original or renewal). All terms of this contract are accepted, if any payment is made towards this contract.

5.2. SCOPE OF SOFTWARE MAINTENANCE AND SUPPORT

5.2.1. With a valid Software Support Plan the Customer shall be entitled to receive:

5.2.1.1. Technical User Support regarding the current version as described and excluded below

5.2.1.2. Software Updates and Revisions issued by STA as referenced below

5.2.1.3. For the Customer to receive support as outlined in 5.1.1.1, the Customer must install all relevant Software Updates and Revisions issued by STA.

5.3. TECHNICAL USER SUPPORT

5.3.1. Technical User Support consists of answers to the Customer's Contact Person's technical questions. STA will endeavor to answer the questions within a reasonable time.

5.3.2. When contacting STA, the Customer's Contact Person must always state the following:

5.3.2.1. The License Authorization Code, which can be found in the related Agreement or Training Information

5.3.2.2. A specific description of the problem(s)

5.3.2.3. The Customer's Contact Person must follow all STA's oral and written directions regarding reinstallation, configuration, or use of the program.

5.3.2.4. In addition to the support stipulated in 5.2.1, STA has no obligation to provide any form of further maintenance or other error correction, or onsite maintenance.

5.4. SPECIFIC EXCEPTIONS

5.4.1. STA's sole support obligations are those expressly described in Clause 3. The Customer shall not be entitled to support regarding:

5.4.2. Defects that have occurred as a result of changes made to the program by anyone other than STA

5.4.3. Defects caused by anything other than the program, that is, the Customer's hardware, operating system, modem, etc.

5.4.4. Issues or defects arising from the installation of the system into an office or other network

5.4.5. Remedial action resulting from an error in the Customer's installation or resulting from the Customer not having complied with STA's documentation material, manuals or other written or oral instructions and directions

5.4.6. Use of old versions if the Licensed Products have not been updated with the latest Software Updates and Revisions issued by STA

5.4.7. Any matters relating to third party software

5.4.8. Recovery of data or other support due to any cause external to the program

5.5. EXTENT OF SOFTWARE MAINTENANCE

5.5.1. The Customer shall be entitled to get access to Software Updates and Revisions for the Licensed Products covered by the Agreement and listed on the Agreement up the agreed time for customizations or hourly charges if applicable.

5.5.2. STA's distribution of Software Updates and Revisions will not include installation or reinstallation and setup of applications for customers changing of Computer Hardware.

5.6. PRICE

5.6.1. The Customer shall pay, in advance, a Support Agreement fee either monthly, annually, or Block time as stipulated per the agreement. Payment for the first term must be made no later than the Start Date shown on the Certificate. The payment of this fee grants the Customer the right to the services described in this Section 5.

5.6.2. The applicable fees are stated in the STA price list valid at the time of purchase and/or annual payment. Discounts for advance payments, quantity, Renewal Option and multiyear agreements can be applied according to the valid price list at the time of purchase or renewal.

5.6.3. If the Software Support Plan is entered into later than the License Agreement or is terminated as a result of other than a material breach by STA, and the Customer, thereafter, desires to reinstate maintenance according to the Software Support Plan, the Customer shall pay a reinstatement fee. The reinstatement into the Software Support Plan is subject to possible coverage limitations and separate software upgrade costs.

5.6.4. If the Customer does not fulfil the obligations regarding duration and/or Renewal Option, the Customer has to pay the discounts back plus an administration fee according to the current price policy.

5.7. LIABILITY AND LIMITATION OF LIABILITY

5.7.1. The aggregate liability of STA under the Software Support Plan for any breach of the Software Support Plan and for any claims made by the Customer, whether arising from negligence or breach of contract shall in no event exceed the yearly fee payable under the Software Support Plan. The Customer acknowledges and agrees that it is better placed to foresee and quantify its own potential losses than STA and to insure against such risks.

5.7.2. In no event shall STA be liable for any loss resulting from indirect damage or consequential damage (or loss of expected profit, loss of data or their recovery, loss of goodwill or any other similar consequential damage) Regardless of whether STA has been informed about the possibility for such a loss and regardless whether STA can be blamed for the loss due to negligence or similar behavior on the part of STA.

5.7.3. This limitation of liability is mutually agreed between the parties and reflects the nature of the services delivered hereunder and the extent of the fee paid or payable by the Customer.

5.8. DURATION AND TERMINATION

5.8.1. The Software Support Plan shall be in force from the Start Date to the Expiry Date as stated on the Agreement.

5.8.2. The Software Support Plan will either be automatically renewed on an annual basis or will terminate automatically on the Expiry Date stated on the Agreement. The Customer shall at the time of purchase select whether the Agreement shall be automatically renewed or if the Agreement shall have a fixed Expiry Date.

5.8.3. Agreements that are automatically renewed will be renewed for 12 months unless the Customer terminates the Agreement by notifying STA in writing no later than 3 months before the Expiry Date stated on the Certificate.

- 5.8.4. Agreements with a fixed Expiry Date will automatically expire on the date stated on the Certificate. Prior to the Expiry Date STA will notify the Customer of the expiry. If the Software Support Plan is not renewed by the Customer before the Expiry Date of the Agreement, the renewal will be subject to the reinstatement terms as stated in 5.7.5.
- 5.8.5. These Terms and Conditions are only valid when the Software Support Plan is extended prior to the Expiry Date. Reinstatement into an expired Software Support Plan is subject to a reinstatement fee, possible coverage limitations and separate software upgrade costs.
- 5.8.6. In the event the licensing terms from the software vendor or creator conflict with these policies, this support plan shall be modified to comply with such licensing terms such as what updates or support is available.

6. CONNECTIVITY AND NETWORKING

- 6.1. For Items being initially installed, under a Product Maintenance Agreement, or having other chargeable services being performed by STA, that will be attached to a Customer's computer network or systems, it is the responsibility of the Customer to provide a knowledgeable authorized representative to assist in making any changes to Customer's computer network or computer system. Such services whether performed onsite or remote, and inclusive of installation, troubleshooting, print driver installation, Customer agrees to indemnify STA from any damages resulting from STA installing on or making changes to Customer's system or network. It is the responsibility of the Customer to do all necessary backups on the computer system or computer network prior to installation of hardware or software to computer systems. STA will not be held liable for any damage done or for information lost from said computer network. Customer is responsible for all premise cabling and electrical requirement and installation. Customer is responsible for the acquisition and performance of any intermediary devices needed that are not a part of equipment/software listed.

7. ASSIGNMENT RIGHTS

- 7.1. STA reserves the right to assign any portion of the associated Agreement to any party with or without notice. Customer is unable to assign any obligations under the Agreement without the explicit written permission of STA.

8. EQUIPMENT PICKUP AND RETURN

- 8.1. For Customer's with contracts with other vendors, Customer understands that entering into a new contract with STA in no way relieves them of their obligation to their existing contractual obligations with the Customer's current vendor.
- 8.2. Customer understands it is their responsibility to follow the termination procedures of their current lease(s). Commonly this is either A) turn in a letter of intent to either buyout their existing leases prior to the termination of their lease and return the equipment or B) turn in a letter of intent to end the leases on their already existing termination dates and return the equipment to the leasing company upon the end of their lease.
- 8.3. If listed on the Order Agreement, Customer understands STA will provide a check to them in the amount listed within 30 days after delivery and acceptance of the equipment installation date. This figure was calculated based upon the equipment lease payments plus equipment maintenance plus tax for the remaining term of the customer's existing leases as provided to STA. Customer acknowledges STA has no further obligation to the customer regarding existing vendor leases. Should the customer not use the funds as intended upon signing of this document, Customer agrees STA is in no way liable for any additional damages Customer may accrue as a result of not properly closing out their existing leases.
- 8.4. Customer acknowledges and gives STA permission to remove existing leased equipment listed on the attached Equipment Removal Form for storage in STA warehouse. Customer agrees to provide STA, in writing, return instructions for the equipment no less than 2 weeks prior to the return due date provided by the existing leasing companies at which point STA will return the equipment at Summit's expense to the location provided. Customer can notify STA of return instructions by e-mailing a copy of the instructions to customercare@myofficetechnology.com. Should customer notify STA any later than 2 weeks prior to the return due date, customer acknowledges Summit will do their best to return the equipment on time, however, Customer will be responsible for any additional fees charged as a result of equipment not being returned on time.
- 8.5. STA agrees to store equipment at customer's request for a period not to exceed 90 days from date equipment is removed from Customer's location. After 90 days customer agrees to pay STA normal storage fees until equipment is shipped back to leasing company.
- 8.6. STA is not responsible for damaged or stolen equipment. Customer needs to maintain insurance coverage on equipment until received by leasing company or their agent.

9. DATA BREACH WAIVER

- 9.1. Customer has been advised that data and/or images may be retained on the hard drive(s) of its equipment and unless specifically order such Data Cleansing Services hereby declines the services offered to erase and/or destroy said data and/or images. Customer assumes all liability for the disclosure of said data and/or images and holds STA harmless from any and all claims, including attorney's fees and costs. Customer acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.

10. ELECTRONIC SIGNATURE & AUTHORITY

- 10.1. Electronic Signature Agreement. An Authorized Representative or Officer of Customer ("Signer") may have signed the associated Agreement(s) electronically. Signer agrees that its electronic signature is the legal equivalent of a manual signature on the Agreement. Signer consents to be legally bound by these terms and conditions. Signer further agrees that use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide STA instructions in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes Signer's signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by Signer in writing. Signer also agrees that no certification authority or other third party verification is necessary to validate Signer's E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of Signer's E-Signature or any resulting contract between Signer, Customer and STA. Signer also represents that Signer is authorized to enter into this Agreement on behalf of Customer whether via manual signature or E-Signature.
- 10.2. Consent to Electronic Delivery. Customer specifically agrees to receive and/or obtain any and all STA documents, invoices, or notifications regarding these terms via "Electronic Communications" (defined below) via email or online customer portal. The term "Electronic Communications" includes, but is not limited to, any and all current and future notices and/or disclosures that various federal and/or state laws or regulations require that we provide to you, as well as such other documents, statements, data, records and any other communications regarding Customer and STA Communication. Customer acknowledges that, for its records, Customer is able to receive and retain Electronic Communications by printing and/or downloading and saving this Agreement and any other agreements and Electronic Communications, documents, or records that you agree to using your E-Signature. Customer accepts Electronic Communications provided via email as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that Customer may keep.