



Mailing & Shipping Systems, Inc.

Product Maintenance Agreement

Terms & Conditions

as of 3/7/2012

Corporate Office

500 Enterprise Drive
Edmond, OK 73013
(405) 947-2200

Springfield

2060 W Woodland
Springfield, MO 65807
(417) 889-2200

Wichita Falls

813 8th Street, Ste 101
Wichita Falls, TX 76301
(940) 723-1800

The parties here to covenant and agree as follows:

- 1) This maintenance plan shall commence and continue throughout the dates appearing on the Product Maintenance Agreement executed by the parties and will continue through that term. This maintenance 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) 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 Summit Mailing & Shipping System, Inc.'s ("S.M.S.S.'s") then current rates. In the event the customer terminates this Agreement prior to its expiration date, the Customer agrees that S.M.S.S. 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).
- 2) S.M.S.S.'s obligations thereunder shall be limited to providing (1) periodic inspections and diagnostic check of the machine(s) and (2) repair or replacement of defective or worn out parts of the machine(s) associated with the ordinary maintenance of the Equipment as required due to normal wear and tear, but not including 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; S.M.S.S. however, will guarantee satisfactory performance of the equipment sold by S.M.S.S. for 5 years, as long as equipment is used within manufacturer's specifications and maintained continuously by S.M.S.S. during the 5 year period. This warrant entitled the customer to replacement of the unit with either an identical unit or a comparable model, whichever then available, at no charge to the customer. For additional warranty information, please refer to paragraph 13 below.
- 3) S.M.S.S.'s obligation thereunder shall not include (i) service required due to accident, negligence, misuses, specification changes, acts of God, or causes other than normal use, or (ii) any service in connection with attachments of the machine that are not covered under this maintenance plan, or (iii) furnishing supplies or additional operator instructions after initial installation of the machine.
- 4) Specific listed "Excluded Services", though not all encumbering, Maintenance Services do not include:
 - de-installation of the Equipment, or moving the Equipment (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 Equipment (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 Equipment in conformance with Manufacturer's specifications;
 - maintenance or repairs made necessary by changes in the design of the Equipment made by Customer or mechanical, electrical, or electronic interconnections, or the attachment of other parts or components to the Equipment 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 S.M.S.S. or its authorized service representatives;
 - damage or repair necessitated by relocation of the Equipment;
 - maintenance or repairs made necessary because Customer has exceed the published performance specifications for the Equipment;
 - maintenance or repairs made necessary by Customer's use of parts, consumables, or other supplies that do not comply with S.M.S.S.'s specifications;
 - recovery of any customer data stored within S.M.S.S. equipment or the maintaining of any back up data
 - rebuilding or major overhauls which S.M.S.S. determines are necessary ("Reconditioning").
 - operator training beyond the initial training provided by S.M.S.S. and application configuration and set-up.
 - In the event Customer requests S.M.S.S. to perform an "Excluded Service", Customer shall pay S.M.S.S. its then-current hourly rate for those services (including travel time), as well as S.M.S.S.'s then-current price for any parts required in connection with such services.
- 5) In performing its maintenance obligations under this agreement, S.M.S.S. shall not be responsible for any failure of the equipment to be in satisfactory condition if such failure is due to any of the following reasons: improper programming, unauthorized modifications to the equipment, use and/or attachments of any device, the technical specifications of which have not been approved by S.M.S.S., use of the equipment for any application or functions other than for which it was designed, use of the equipment in a manner other than that which it was designed to operate, and/or changes in specifications by customer.
- 6) Additional Customer Responsibilities:
 - Customer agrees to maintain the Equipment in accordance with S.M.S.S.'s published specifications. Except as specified and approved by S.M.S.S., Customer shall not perform, or permit third parties to perform, maintenance or repair on the Equipment.
 - COPIES OF DATA: Customer is solely responsible for all data stored on the Equipment and making copies of all such data prior to S.M.S.S. performing Maintenance Services, as well as periodic backups of customer sensitive data in case of an equipment fault.
 - USE OF S.M.S.S. SUPPLIES: If the Customer uses other than S.M.S.S. supplies and if such supplies are defective or unacceptable for use in S.M.S.S. machines and cause abnormally frequent service calls or service problems, then S.M.S.S. 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 S.M.S.S. authorized supplies.
 - ENVIRONMENT/ELECTRICAL: Customer shall provide a suitable environment for Equipment as specified by the manufacturer. In order to insure optimum performance by the S.M.S.S. equipment, it is mandatory that specific models be plugged into a dedicated line and that they comply with manufacturer electrical specifications.
 - COMPLETE SYSTEM COVERAGE: All S.M.S.S. 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, S.M.S.S. may terminate the Maintenance Services on any Equipment that is otherwise covered by such Maintenance Services.

- ACCESS TO EQUIPMENT: Customer shall allow S.M.S.S. full and free access to the Equipment and the use of necessary data communications facilities and equipment at no charge to S.M.S.S..
- EQUIPMENT MODIFICATIONS: Customer shall not cause modifications or interconnections to be made, or accessories, attachments, or features to be added to the Equipment without S.M.S.S.'s prior written approval.

- 7) In order to receive Maintenance Services on the Equipment, the Customer must notify S.M.S.S.'s Dispatch Center of a need for service. S.M.S.S. may, at its sole discretion, attempt to resolve Equipment performance issues over the telephone. If S.M.S.S. determines that on-site service is necessary, S.M.S.S. shall provide such on-site service in accordance with the terms set forth herein.
- 8) Service shall be performed during S.M.S.S.'s usual business hours; however, service when and if available after S.M.S.S.'s usual business hours and on Saturdays, Sundays, and Holidays shall be charged at S.M.S.S.'s then current maintenance rate for labor, travel, and expenses in addition to any fee charged to customer thereunder.
- 9) 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.
- 10) For all equipment listed in the reverse side of the agreement that is above 5 years old (as indicated by an asterisk): If in S.M.S.S.'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, S.M.S.S. will submit a cost estimate to customer for reconditioning and if authorized by customer, S.M.S.S. will recondition the machine at the sole expense of the customer which will be in addition to any charge paid by customer thereunder.
- 11) S.M.S.S. shall not be liable, in any event, for any incidental, consequential, or special damages in connection with service, parts, or labor provided thereunder or resulting from any use of failure of machines, including without limitation, liability for customer's expense or loss of income while machines are out of operation.
- 12) In the event that S.M.S.S. provides service thereunder for any of the following units, the parties listed next to said units are hereby expressly excluded from S.M.S.S.'s obligations thereunder.
 - a. Electronic Scales – Electronic Components required to update for USPS or other carrier rate increase/change. Load cell care excluded when replacement is necessitate by accident, damage, or abuse.
 - b. Printers – All Models – 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.
 - c. Poster Meters & Mailing Machines – Ad Plates, Ink Rollers, Ink Cartridges, Tape, and Envelope Moistening Brushes and Wicks.
 - d. All Models – Consumable Supply Items – Ink Roller, Ink Cartridges, Ink Heads, Pre-Inked Roller Assemblies, Paper Tape, Labels, and Paper Tape Pads.
- 13) 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 S.M.S.S., EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF THE CONDITION OF THE PRODUCTS, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 14) Under no circumstances shall S.M.S.S. 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 contract, strict liability, negligence or otherwise.
- 15) The validity, construction and enforcement of this Product Maintenance Agreement are to be governed by the laws of the State of Oklahoma. Any lawsuits brought on any claim associated with this Agreement shall be brought only in appropriate state or federal courts in Oklahoma County, Oklahoma.
- 16) This Product Maintenance Agreement, together with these Terms and Conditions, constitutes the entire agreement between the parties, hereto, and supersedes all previous negotiations, commitments, with respect to its subject matter; this agreement may not be modified except by a writing signed by both parties. The terms of this agreement shall prevail over any inconsistent terms appearing on any purchase orders or acknowledgements submitted by customer. Neither this agreement nor any rights thereunder may be assigned by customer without the prior consent of S.M.S.S.