



Neopost USA Maintenance Program NASPO – Terms

NEOPOST USA MAINTENANCE TERMS

This document shall become a material part of your contract with Neopost and it provides the details regarding Neopost's Maintenance Program.

Neopost Inc. agrees to provide and the Customer agrees to accept maintenance service on the equipment listed, at the annual charges indicated in the attached Product Catalog in accordance with the following terms and conditions:

- Two hour response time to all written or oral notices of a service requirement due to an equipment breakdown.
- A Service Technician shall be on site within 24 hours from notice of service requirement, unless breakdown resolved.
- Replacement part shall be received within 24 hours of technician arriving onsite.
- Any and all technical support is included in maintenance agreement.
- All return service calls and on site responses shall be made during Participating Entity business hours (7:00AM – 6:00PM CST) unless otherwise, mutually agreed to in writing beforehand by the Contractor and the Participating Entity. The contractor shall charge a rate not to exceed their Time and Materials - outside business hours, weekends, and holidays rate as proposed in the Price and Pricing spreadsheet for the applicable category. For example; If a Participating Entity needs an installation for production equipment to begin at 5:00 AM, The installation should take a total of six hours, the Participating Entity and Contractor would agree to in writing before any work has begun to pay a rate not exceeding the one supplied in the Price and Pricing spreadsheet for Time and Materials outside of business hours for the hours for production equipment for the hours of 5:00 am to 7:00 AM and then regular hourly rates for the work from 7:00 AM to 11:00 AM. If the installation only took a total of five hours the Contractor shall only charge for the actual hours worked. If additional time is needed there shall be a mutually agreed upon amount, in writing, before the additional work is performed.
- All parts that require maintenance by a service technician are to be included and considered part of the yearly service maintenance plan, field/defective parts shall be replaced at no additional charge to the Participating Entity.
- Routine consumable supplies shall be billed separately from service maintenance payments.
- If the equipment includes Contractors licensed software, the Contractor shall provide software support .
- All payments for maintenance service shall be invoiced by and made to the Contractor.
- Any Purchasing Entities that require four hour on site response time as well as a 24hr/7 days per week maintenance agreement will be negotiated during the PA process.

COVERED UNDER MAINTENANCE AGREEMENT

Maintenance services, as described herein, will be provided for the Products at the Delivery Location. Neopost agrees to provide the parts and labor associated with the ordinary maintenance of the Products as required due to normal wear and tear ("Maintenance Services"). Supplies (i.e. ink, roll tape, labels, etc.) are not included in Maintenance Services. Maintenance Services may also include preventative maintenance and inspections from time to time, as determined by Neopost. Neopost may, at its option, designate a dealer/reseller to provide Maintenance Services. Neopost, in its sole discretion, may service the Products by replacing it with new, or like-new Products; provided that such replacement products are substantially similar to the Products. Neopost will offer loaner equipment of equal or greater functionality to any agency in which the equipment is rendered inoperable for a total time exceeding three business days.

FEES AND WHEN THEY ARE DUE:

- **For Purchased Products:**
Customer shall commence paying for the Maintenance Services on purchased Products 12 months after delivery of the Products. All fees for Maintenance Services ("Maintenance Fees") on purchased Products are invoiced annually, in advance.
- **For Leased Products:**
If the Products are being leased from MailFinance Inc. and the Maintenance Fee has been included in the lease payment amount ("Leased Products"), then Maintenance Services will be provided at no extra cost, except for the Additional Charges (as defined below), for the Initial Term of the lease. Customer shall commence paying for the Maintenance Services on Leased Products, where Maintenance Fees are included in the lease payment, 12 months after lease commences. Or the 12 month warranty may be prorated over the full lease term to create an even payment stream.



- **Zoning Fees:**
 - Zone 1 – Maintenance for equipment located within a 50 mile radius of the local servicing location will be charged at the prices listed within the NASPO Contract and will not incur any additional charges.
 - Zone 2 – Maintenance for equipment located outside of a 50 mile radius but inside of a 150 mile radius of the local service location will incur a 25% uplift to the maintenance prices listed within the NASPO Contract.
 - Zone 3 – Maintenance for equipment located outside of a 150 mile radius will incur a 50% uplift in the maintenance prices listed within the NASPO Contract.
- **Other Fees:**

In addition to the Maintenance Fees, Customer agrees to pay for: (a) labor, parts, and expenses for maintenance or repair that is part of an Excluded Service (as defined below). All Additional Charges shall be at Neopost's then current published rates for time and materials.

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

TERM OF THE MAINTENANCE SERVICES

- **For Purchased Products:**

Unless otherwise specified in the Agreement, the initial term of these Maintenance Services is one (1) year (the "Initial Maintenance Term"). Unless Customer provides ninety (90) days written notice to Neopost prior to the end of the Initial Maintenance Term, (or any renewal term), the Maintenance Services shall automatically renew for an additional one (1) year.
- **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.

REQUEST FOR MAINTENANCE SERVICE

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

NOT COVERED BY THE NEOPOST MAINTENANCE PROGRAM

Maintenance Services do not include:

- De-installation of the Products, or moving the Products (however these services are available for an additional fee);
- Maintenance or repairs made necessary by the failure of Customer to maintain or use the Products in conformance with Neopost's specifications;
- Maintenance or repairs made necessary by changes in the design of the Products made by Customer or mechanical, electrical, or electronic interconnections, or the attachment of other parts or components to the Products by Customer;
- Maintenance or repairs made necessary by accidents;
- Maintenance or repairs made necessary by the negligence of Customer;
- Maintenance or repairs made necessary by the unauthorized maintenance by Customer or any third party other than Neopost or its authorized service representatives;
- Damage and/or repair required from Customer relocation of the Products;
- Maintenance or repairs made necessary because Customer has exceeded the published performance specifications or recommended monthly volume limits for the Products;
- Maintenance or repairs made necessary by Customer's use of parts, consumables, or other supplies that do not comply with Neopost's specifications;
- Recovery of any customer data stored within Neopost Products or the maintaining of any back up data;
- Rebuilding or major overhauls which Neopost determines are necessary ("Reconditioning")



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

RESPONSIBILITIES OF THE AGENCY

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

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

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

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

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

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

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

YOU NEED TO KNOW

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

- **Customer defaults on any payment due under this Agreement;**
- **The Products exceed the maximum monthly or lifetime cycle counts for such Products;**
- **The Products are modified, damaged, altered or serviced by personnel other than the Neopost Authorized Personnel;**
- **Parts, accessories, consumables, supplies, or components not meeting machine specifications are used with the Products;**
- **Customer refuses to obtain Complete System Coverage;**
- **Any services that are necessary because Customer has done (or failed to do) something that requires the performance of an Excluded Service;**
- **Customer decides not to proceed with any Reconditioning that is deemed necessary by Neopost. Furthermore, if the Products are being leased, this Agreement shall automatically terminate as to any Products covered by the lease on the date such lease expires or is terminated.**