

GENERAL TERMS

The following provisions apply to any transaction you enter into with Pitney Bowes. Other provisions in the Pitney Bowes Terms may also apply, depending on your transaction. Please read these provisions carefully as they constitute part of your agreement with Pitney Bowes.

G1. HOW TO CONTACT US

- G1.1 To obtain Maintenance Service, please either:
- (a) place a request for service on PBI's website at www.pb.com, under Customer Support; or
 - (b) call PBI's toll-free response center (the "Customer Care Center") at 1-800-522-0020 (Monday - Friday, 8am - 8pm ET, excluding PBI-observed U.S. holidays).
- G1.2 In the event you wish to cancel your Meter rental or you do not wish to renew your Maintenance Service after the Initial Term, please send written notice by mail to: Pitney Bowes Inc., 2225 American Drive, Neenah, WI 54956. (See Section S4.3 for details).
- G1.3 To cancel your Soft-Guard® Subscription, please contact us at 1-800-228-1071 (Monday - Friday, 8:30am - 5:30pm CT, excluding PBI-observed holidays).

G2. DEFINITIONS

The following terms mean:

- "Agreement"** - the Order, any applicable terms and conditions referred to in the Order and any attached exhibits.
- "Bank"** - The Pitney Bowes Bank, Inc.
- "Consumable Supplies"** - ink, ink rollers, toner and drum cartridges, ribbons and similar items. Product-specific consumable supplies are identified in the product operator guide.
- "Covered Equipment"** - the equipment leased, rented or sold to you from PBGFS or PBI that is covered by the SLA as stated on the Order. Covered Equipment does not include any IntelliLink® Control Center or Meter, or any standalone software.
- "Delivery Date"** - the date the Equipment or other item is delivered to your location.
- "Effective Date"** - the date the Order is received by us.
- "Equipment"** - the equipment listed on the Order, excluding any IntelliLink Control Center or Meter, and any standalone software.
- "Initial Term"** - the period listed on the Order.
- "Initial Service Term"** - the twelve (12) months immediately following the start of the Lease, or longer as provided on the Order.
- "Install Date"** - the date the Equipment or other item is installed at your location.
- "IntelliLink Control Center"** or **"Meter"** - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+® mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.
- "Lease"** - the Order and the Lease terms and conditions attached to the Order.
- "Lease Term"** - shall have the meaning stated in the Lease.
- "Maintenance Service"** - the maintenance service option for the Covered Equipment selected by you on the Order, excluding software maintenance and maintenance for Usage-based Equipment.
- "Normal Working Hours"** - 8 a.m. - 5 p.m., Monday - Friday, excluding PBI-observed U.S. holidays, in the time U.S. zone where the Equipment or other items are located.
- "Order"** - the executed agreement between the applicable Pitney Bowes company and you for the equipment covered by the Order.
- "PBGFS"** - Pitney Bowes Global Financial Services LLC.
- "PBI"** - Pitney Bowes Inc.
- "PBI Equipment"** - PBI-branded equipment.
- "Pitney Bowes"** - PBI, PBGFS and their respective subsidiaries.
- "Shipment Date"** - the date the Equipment leaves our facility or our agent's facility for delivery to you.
- "SLA"** - the Service Level Agreement.
- "SOW"** - a Statement of Work you enter into with us.
- "Third Party Equipment"** - equipment manufactured by a party other than us.
- "Usage-based Equipment"** - equipment where charges are based on volume of use.
- "We," "Our,"** or **"Us"** - the Pitney Bowes company with whom you've entered into the Order.

"You," "Your," or **"Customer"** - the entity identified on the Order.

G3. WARRANTY

- G3.1 (a) PBI warrants that the PBI Equipment will be free from defects in material and workmanship and will perform according to the equipment user guide for a period of ninety (90) days from the Install Date (the "Warranty Period").
- (b) PBI warrants that the Maintenance Service provided will be performed in a professional and workmanlike manner.
- (c) **As your sole remedy in the event of a warranty claim, we will either repair or replace the Equipment or, in the case of defective Maintenance Service, reperform the Maintenance Service.**
- (d) A "defect" does not include the failure of rates within a rate update to conform to published rates.
- (e) There is no warranty for Equipment requiring repair or replacement because of your negligence, usage which exceeds PBI's recommendations, damage in transit, virus contamination or loss of data, misuse, external forces, loss or fluctuation of power, fire, flood, or other natural causes, or service by anyone other than PBI. There is no warranty for Equipment arising from the use of third party supplies (such as ink) that results in: (i) damage to PBI Equipment; (ii) poor indicia, text, or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia, text, or images.
- (f) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the PBI Equipment may be reclaimed, reconditioned or remanufactured. Any such item is warranted to perform according to the same standards as the equivalent new item.
- (g) The warranty does not cover Consumable Supplies.

G3.2 **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT OR SERVICES PROVIDED.**

G3.3 **THIRD PARTY EQUIPMENT.** PBI MAKES NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. PBI AGREES TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT SUCH WARRANTIES ARE TRANSFERABLE.

G4. LIMITATION OF LIABILITY

- G4.1 PBI'S TOTAL LIABILITY (INCLUDING ANY LIABILITY OF ITS SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU TO PBI FOR THE APPLICABLE EQUIPMENT OR SERVICES IN THE 12 MONTHS BEFORE THE EVENT THAT GIVES RISE TO THE CLAIM, EXCEPT FOR THE LIQUIDATED DAMAGES THAT MAY BE APPLICABLE TO PERFORMANCE SLA (SEE SECTION S2.2).
- G4.2 NEITHER PBI NOR ITS SUPPLIERS IS LIABLE FOR ANY DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT, OR YOUR NEGLIGENT ACTS OR OMISSIONS.
- G4.3 NEITHER PBI NOR ITS SUPPLIERS IS LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA, OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.

G5. DEFAULT AND REMEDIES

- G5.1 **Default.** You are in immediate default if you do not make any payment when due, you breach any other obligation under this Agreement, you become insolvent or file for bankruptcy, or are in default under any agreement with PBI or PBGFS.
- G5.2 **Remedies.** Upon your default, we may:
- (a) cancel this Agreement and any other agreements PBGFS or PBI has with you;
 - (b) require immediate payment of all payments due under a Lease(s) or other agreements, whether accrued or due in the future;
 - (c) disable the IntelliLink Control Center or Meter;
 - (d) require you to return the Equipment and IntelliLink Control Center or Meter;
 - (e) if you do not return the Equipment and IntelliLink Control Center or Meter, require you to make immediate payment of an amount equal to the remaining value of the Equipment, IntelliLink Control Center or Meter at the end of the Lease Term, as determined by us;
 - (f) charge you a late charge for each month that your payment is late;
 - (g) charge you interest on any late payment from its due date until paid in full at the lesser of 18% per year or the maximum rate allowed by law;
 - (h) charge you a check return fee for payments made by you with insufficient funds;
 - (i) reasonably attempt to mitigate our damages and costs in the event of your default, although you acknowledge that we are not obligated to do so; and
 - (j) pursue any other remedy, including repossessing the Equipment without notice to you. By repossessing the Equipment, IntelliLink Control Center or Meter, we are not waiving our right to collect the balance due.
- G5.3 **Enforcing Our Rights.** You agree to pay all our costs, including attorneys' fees, in enforcing our rights under the Agreement with you.
- G5.4 **Suspension of Services.** PBI reserves the right to suspend any services during any period in which your account is more than thirty (30) days past due.
- G6. TAXES**
- G6.1 You agree to pay Pitney Bowes for all charges and taxes (other than taxes on or measured by net income), calculated as set forth below, related to the Lease or based on or measured by the lease transaction, payments under the Lease, the Equipment or Equipment location, the Meter or Meter location or services provided in connection with the lease transaction, including but not limited to sales/use and property type taxes. Pitney Bowes will determine the value of the Equipment, the value of the Meter and the amount of such taxes to be charged to you. Such determinations will reflect a reasonable value of the Equipment or of the Meter or the actual taxes and depreciation thereon. The taxes and depreciation to be charged on the Equipment and the Meter may reflect certain average tax rates, different depreciation schedules or some other calculation. You agree to pay a processing, billing and tracking fee and administrative charge

to be determined by Pitney Bowes which may not bear a relationship to the tax charged or services performed, but such fee and charge shall in no event exceed in the aggregate \$35 for each year for each Lease schedule.

G7. EMBEDDED SOFTWARE

- G7.1 Our Equipment may contain embedded software. You agree that: (i) PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) you are licensed only to use the embedded software with our Equipment in which the embedded software resides; (iii) you will not copy, modify, de-compile, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; (iv) you will not distribute or otherwise disclose the embedded software (or any portion thereof) to any other person; and (v) you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software, which, notwithstanding the above, is subject to any terms that may accompany such third party software.

G8. INTERNET ACCESS POINT

- G8.1 The Connect+ Series Equipment may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Connect+ Series Equipment and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.

G9. MISCELLANEOUS

- G9.1 **Force Majeure.** We are not responsible for any delay or failure to perform resulting from causes beyond our control.
- G9.2 **Assignment.** You may not assign this Agreement without our prior written consent, which consent shall not be unreasonably withheld. Any purported assignment is void.
- G9.3 **No Right to Setoff.** Payments are not subject to setoff or reduction.
- G9.4 **Legal Action.** ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF THIS AGREEMENT.
- G9.5 **Merger; Amendment; Severability.** The Agreement incorporates all of the terms agreed by both parties and can only be changed by written agreement. You may use a purchase order to offer to obtain Equipment or services but you agree that none of the provisions of your purchase order will add to, modify or supersede these provisions unless we expressly agree in writing. If one or more provisions of this Agreement are deemed to be invalid or unenforceable, the remaining provisions will not be affected.
- G9.6 **Survival.** Our respective rights and obligations under Section G4 (Limitation of Liability), G5 (Default and Remedies) and G6 (Taxes) survive termination of the Agreement.
- G9.7 **Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles.

SERVICE LEVEL AGREEMENT (SLA)

The following provisions describe the Service Level Agreement ("SLA") options that PBI offers on Covered Equipment (excluding software and Usage-based Equipment). The SLA option you select will be listed on the Order. A separate Software License and Maintenance Agreement ("SMA") covers software maintenance and will be attached to the Order if you are acquiring software. A separate maintenance agreement covers maintenance on the Usage-based Equipment and will be attached to the Order if you are acquiring Usage-based Equipment.

S1. DEFINITIONS

All capitalized terms that are not defined in these provisions are defined in the "Definitions" section of the General Terms.

S2. SERVICE LEVEL OPTIONS

The following describes the two SLA options offered by PBI for the Covered Equipment.

S2.1 Standard SLA

- (a) **General.** Under this option, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (as defined in Section S4.2) (the

"Maintenance Service Term"). You are also entitled to two preventative maintenance service calls per calendar year. PB will notify you when preventative maintenance is due or preventative maintenance service calls may be made at your initiation.

- (b) **Obtaining Service.** You can obtain service online or by telephone as set forth in the "How to Contact Us" section of the General Terms.

(c) **Replacement Service.**

- (i) If PBI determines that replacement is necessary, PBI will, at no additional cost, promptly ship new, reconditioned, or remanufactured equipment of the

same or a functionally equivalent model to replace the affected Covered Equipment.

- (ii) Within five (5) days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI.
- (iii) You are responsible for the return of Covered Equipment until PBI receives it.

(d) Repair Service.

- (i) If PBI determines that repair service is necessary, PBI may provide repair by remote access, diagnostics and coordinated remote service, or by on-site repair service.
- (ii) Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies.
- (iii) PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available.
- (iv) If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You will not incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent.

- (e) Additional Covered Items. PBI will provide printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of the circumstances described in Section S7.1(a)(ii).

S2.2 Performance SLA

- (a) General. If you select this option, PBI will provide the following support:

- (i) All coverage provided under Standard SLA, PLUS:
- (ii) Discount on billable professional services related to the Covered Equipment requested by you and agreeable to us. Billable professional services is additional labor that is not covered by the Standard SLA and includes but are not limited to ongoing equipment training services on how to use the Covered Equipment.
- (iii) Quarterly performance reports consisting of service request and response time history made available quarterly in Customer's secured MyAccount site at www.pb.com.
- (iv) Advisory workshop is limited to one two hour application consultation for your customer communications management and/or shipping solution needs.
- (v) Admission to a mail management seminar delivered by Pitney Bowes - limited to admission for one individual for one seminar.

- (b) Response Time Commitment.

- (1) If PBI determines that on-site service is necessary, PBI will use commercially reasonable efforts to have a service technician on-site (during Normal Working Hours only) within 4 hours or 8 hours, as selected by you on the Order, after PBI has determined that it cannot resolve the issue remotely (the "Response Time Commitment").
- (2) The Response Time Commitment relates solely to the arrival of a technician at your location; it is not a guaranteed resolution of the problem within the Response Time Commitment period, nor does it guarantee that all parts necessary to make a repair will be on-site within this time frame.
- (3) The Response Time Commitment does not apply to Service designated as service by replacement, software maintenance, preventive maintenance, operator training, or other services not essential to repair the Covered Equipment. These services will be scheduled in advance.
- (4) If the Covered Equipment is moved from its original location, PBI may remove the Response Time

Commitment. If this happens, you will receive a refund equal to the difference between the cost of the Response Time Commitment and the cost of maintenance coverage without this obligation.

- (iv) Liquidated Damages for Failure to Meet Response Time.

- (1) PBI agrees that if it does not meet the Response Time Commitment, PBI will provide you with a credit equal to three (3) months of the cost of the premium of the Response Time Commitment.
- (2) You must use a credit request form in order to request a credit. You may obtain a credit form from your service technician or by calling the Customer Care Center. The credits are limited to credits for four (4) failures to meet the Response Time Commitment in any twelve (12) month period during the Maintenance Service Term. **The remedies described in this Section are your sole remedy for PBI's failure to meet the Response Time Commitment.**

S2.3 Connect+ Advantage

- (a) If you select Connect+ Advantage, PBI will provide: the support specified in the description of Connect+ Advantage contained in the Connect+ Advantage Solution Summary provided to you and: either the coverage provided under Standard SLA, or under Performance SLA, as selected by you on the Order.
- (b) Connect+ Advantage is only available for items listed with a # next to the description.

S3. FEES

S3.1 You will pay the fees for the Initial Service Term, and any Renewal Service Term(s). These fees are incorporated into your payment cycle (e.g., Quarterly Payment for leased equipment).

S3.2 Late Fees. Our remedies for your failure to pay on time are set forth in the "Default; Remedies" section of the General Terms.

S3.3 Fees for Services Not Covered by this SLA. If the service technician provides service for repairs caused by one of the conditions listed in Section S7.1(a)(ii), PBI will charge you for the service at PBI's current hourly rates and for any required parts.

S4. MAINTENANCE SERVICE TERM

S4.1 Term. PBI will provide you with Maintenance Service for the Initial Service Term and any Renewal Service Terms.

S4.2 RENEWAL SERVICE TERM(S). MAINTENANCE SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE (1) YEAR TERMS (EACH, A "RENEWAL SERVICE TERM"), UNLESS:

- (a) YOU TERMINATE MAINTENANCE SERVICE AS SPECIFIED IN SECTION S4.3 AT LEAST SIXTY (60) DAYS PRIOR TO THE RENEWAL OF THE TERM; OR
- (b) YOUR LEASE EXPIRES OR IS TERMINATED (IN WHICH CASE, THE MAINTENANCE SERVICE TERM WILL TERMINATE ON THE SAME DAY AS THE LEASE); OR
- (c) THE RENEWAL IS PROHIBITED BY APPLICABLE LAW.

S4.3 Ending Your Maintenance Service.

- (a) If you do not wish to renew Maintenance Service, you must deliver a written notice (including your account number) (the "Termination Notice") by Certified Mail™ to the address listed in the "How to Contact Us" section of the General Terms. Your Termination Notice must include your customer account number and lease number (if applicable), and is effective ten (10) business days after PBI receives it.
- (b) PBI reserves the right not to renew your SLA at any time and for any reason.

S4.4 Maintenance Service Changes.

- (a) PBI may modify its Maintenance Service by giving written notice to you (a "Maintenance Change Notice"), which will state whether the change is material.

- (b) After receiving a Maintenance Change Notice, if the change is material, you may terminate Maintenance Service as described in Section S4.3 above.

S5. WARRANTIES; LIMITATION OF LIABILITY

S5.1 The warranty for the Equipment and services as well as PBI's Limitation of Liability are set forth in the applicable section of the General Terms.

S6. EQUIPMENT/METER COVERAGE

S6.1 You cannot elect to have Maintenance Service apply to some but not all of the items of Equipment. If you choose not to cover all items of Equipment under Maintenance Service, we reserve the right to terminate Maintenance Service for all the Equipment.

S7. ADDITIONAL MAINTENANCE TERMS

S7.1 These terms apply to all Maintenance Service options:

- (a) Limitations. Maintenance Service does not include:
- (i) software maintenance and/or updates and maintenance on Usage-based Equipment; and
 - (ii) services and repairs that are made necessary due to:
 - (A) negligence or accident, damage in transit, virus contamination and loss of data;
 - (B) use of Covered Equipment in a manner not authorized by this SLA or the Equipment user guide;
 - (C) natural causes such as fire or flood as well as other causes outside of PBI's control;
 - (D) use of Covered Equipment in an environment with unsuitable humidity and/or line voltage;
 - (E) loss of electrical power, power fluctuation, operator error;
 - (F) sabotage, repair or attempted repair by anyone other than PBI;

- (G) the use of third party supplies (such as ink), hardware, or software resulting in: (i) damage to the Equipment (including, without limitation, damage to printheads); (ii) poor indicia, text, or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia, text, or images;
- (H) failure to use applicable software updates; or
- (I) use of Covered Equipment with any system for which PBI has advised it will no longer provide support or has advised is no longer compatible.

- (b) Additional Exclusions. Unless covered under one of the above maintenance options, Maintenance Service excludes the supply of rate program software for electronic scales and weighing systems, software maintenance and/or updates and Consumable Supplies for all levels of service.
- (c) Replacement Equipment.
- (i) If you replace any of your Covered Equipment during the Maintenance Service Term, and the replacement Equipment qualifies for maintenance services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current annual rates.
 - (ii) If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for any qualifying attachment or unit and adjust your rate accordingly.
 - (iii) If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Maintenance Service with respect to the item within thirty (30) days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI's current rates.

EQUIPMENT AND POSTAGE METER RENTAL TERMS AND CONDITIONS

The following provisions apply whenever you acquire an IntelliLink[®] Control Center or Meter from Pitney Bowes. Other terms may also apply, depending on the transaction.

R1. DEFINITIONS

All capitalized terms that are not defined in these provisions are defined in the "Definitions" section of the General Terms.

R2. EQUIPMENT RENTAL AND INTELLILINK[®] SUBSCRIPTION (METER RENTAL)

R2.1 Fees

- (a) If you are not leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment rental ("rental") and IntelliLink Subscription fees listed on the Order.
- (b) After the Initial Term, we may increase the rental and IntelliLink Subscription fees upon 30 days' prior written notice.
- (c) When you receive notice of an increase, you may terminate your rental only as of the date the increase becomes effective.

R2.2 Postage

- (a) To obtain postage for your Meter, you must contact our Postage By Phone[®] data center.
- (b) You may transfer funds to the Bank for deposit into a Postage By Phone[®] Reserve Account that you maintain at the Bank ("your Reserve Account") or you may transfer funds to the United States Postal Service ("USPS") through a lockbox bank ("Lockbox Bank"). See the "USPS Acknowledgment of Deposit" section of the General Terms for more information.
- (c) After the Initial Term, we may increase postage refill fees upon 30 days prior written notice.
- (d) If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power[®]), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage

advance program and billed separately from your IntelliLink Subscription fees.

R2.3 Meter Repair or Replacement

- (a) If the Meter malfunctions or fails due to reasons other than your negligence or accident, usage which exceeds our recommendations, damage in transit, virus contamination or loss of data, misuse, external forces, loss or fluctuation of power, fire, flood, or other natural causes, service by anyone other than us, or the use of third party supplies (such as third party ink) resulting in damage to the Meter, we will repair or replace the Meter.

R2.4 Terms of Use; Federal Regulations

- (a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any user documentation and (iii) all USPS regulations.
- (b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- (c) You agree to use only attachments or printing devices authorized by us.
- (d) You must receive our written consent before moving the Equipment or Meter to a different location.
- (e) Federal regulations require that we own the Meter.
- (f) Tampering with or misusing the Meter is a violation of federal law.
- (g) Activities of the USPS including the payment of refunds for postage by the USPS to customers will be made in accordance with the current Domestic Mail Manual.
- (h) If the Meter is used in any unlawful scheme, or is not used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the



Engineering the flow of communication™

Reg# 241218

AUG 22 2013

no

August 21, 2013

2802 S. BUSINESS HWY 281
EDINBURG TX 78539-4582

HIDALGO CO TAX OFFICE

Subject: Pitney Bowes Inc. Mailing Systems Products at County of HIDALGO CO TAX OFFICE

Dear Ms Garcia,

Pitney Bowes, Inc. (PBI) Mailing System products provided at each of the subject facilities include a Postal Security Device (Postage Meter), a Mailing Machine Base, an Intellilink Control Center, an Electronic Scale, and a Power Stacker. PBI is uniquely qualified to provide Maintenance Services for the aforementioned products for the following reasons:

1. PBI is the only vendor authorized to maintain, distribute, and exchange the Postage Meter.
2. PBI is the only vendor authorized to provide postage rates and software/firmware updates for the Postage Meter.
3. PBI is the only vendor authorized to download postage to the Postage Meter via the Intellilink Control Center and PBI's proprietary Postage by Phone data center.
4. PBI products include PBI proprietary software and only PBI has the exclusive rights to modify such software as required to correct software issues.
5. All of the Mailing System products are designed as an integrated system to be compatible with each other and any required changes in one product must be fully evaluated to ensure continued operability with each of the other products.

If you have any further questions please do not hesitate to contact me.

Respectfully,

Pitney Bowes Government Accounts Business Center
1313 North Atlantic St, Suite 3000
Phone: (800) 441-2514, Option 1, State/Local Government
Fax: (203) 617-6470

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

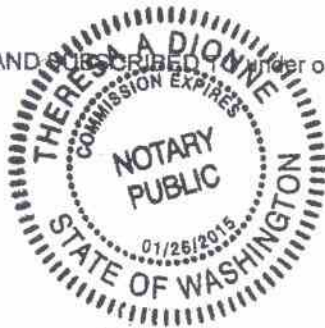
THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared _____
a person known to me to be the person whose signature appears below, whom after being duly sworn
upon his/her oath deposed and said:

1. My name is Vada Campbell. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Pitney Bowes
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
mailing equipment & maintenance
postage
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature _____

SWORN AND SUBSCRIBED under oath before me on _____ day of _____, 2013.



NOTARY PUBLIC

PRINTED NAME

MY COMMISSION EXPIRES

COMPANY NAME: Pitney Bowes
ADDRESS, CITY, STATE & ZIP CODE: 1313 N. Atlantic Ste 3000 SPOKANE WA 99201
PHONE: 800-288-2357 NUMBER: _____
CONTACT NAME AND TITLE: Vada Campbell
WEB ADDRESS: pb.com EMAIL: governmentcustomersupport@pb.com
FEDERAL TAX ID NUMBER: 06-0495050 TEXAS SALES TAX NUMBER: _____

Reg.H

241218

August 08,2013

2802 S BUSINESS HIGHWAY 281
EDINBURG, TX 78539-6243

HIDALGO CO TAX OFFICE

Subject: Pitney Bowes Inc. Mailing Systems Products at HIDALGO CO TAX OFFICE

Pitney Bowes, Inc. (PBI) Mailing System products provided at the subject facility include a DI500/600 INSERTER BASE L and DI500/600 INSERTER BASE R. PBI is uniquely qualified to provide Maintenance Services for the aforementioned products for the following reasons:

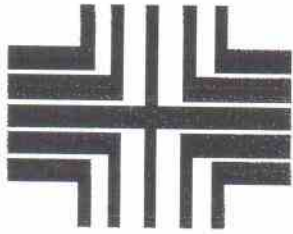
1. PBI is the only vendor authorized to maintain, distribute, and exchange the Postage Meter.
2. PBI is the only vendor authorized to provide postage rates and software/firmware updates for the Postage Meter.
3. PBI is the only vendor authorized to download postage to the Postage Meter via the Intellilink Control Center and PBI's proprietary Postage by Phone data center.
4. PBI products include PBI proprietary software and only PBI has the exclusive rights to modify such software as required to correct software issues.
5. All of the Mailing System products are designed as an integrated system to be compatible with each other and any required changes in one product must be fully evaluated to ensure continued operability with each of the other products.

If you have any further questions please do not hesitate to contact me.

Respectfully,



Pitney Bowes Government Accounts Business Center
1313 North Atlantic St, Suite 3000
Phone: (800) 441-2514, Option 1, State/Local Government
Fax: (203) 617-6470



Pitney Bowes

Pitney Bowes Government Business Center
1313 N ATLANTIC Ste 3000
SPOKANE, WA. 99201-2303

July 29, 2013

HIDALGO CO TAX OFFICE
2802 S. BUSINESS HWY 281
EDINBURG TX 78539-4582

HIDALGO CO TAX OFFICE,

Pitney Bowes agrees to honor the Standard Purchase order Terms and Conditions for the County of Hidalgo, Texas. This letter and the Terms and Conditions will be placed on file for reference.

Sincerely,

Vada Campbell ~Government Support Specialist
Pitney Bowes Government Accounts Business Center
1313 N Atlantic St Ste 3000 | Spokane, WA 99201-2303 USA
O: 509.363.3694 ext 5105 www.pb.com
Vada.Campbell@pb.com

Every connection is a new opportunity™

 **Pitney Bowes**