

COVER SIGNATURE PAGE AND ATTESTATION

With the signatures below, the City of Commerce City, Colorado (“**Customer**”) and All Copy Products, Inc. (“**Owner**”) have agreed to execute this Cover Signature Page and Attestation document (the “Signature Page”) in lieu of executing each of the following documents attached hereto:

1. “Agreement” (which as the footer (1644561)001543-VPFP01ENL(TL)_1020)
2. “Mailing Solutions Maintenance Agreement” (attached to Agreement as Exhibit A)
3. “Customer Agreement” (which as the footer FM_MG_RENTAGR_12 revised 4/3/2018 (attached as Exhibit B))

By executing this Signature Page, the parties intend that each of the foregoing documents were executed and agreed to as if the signor below had signed each such document individually. This manner of execution is intended solely for Customer’s convenience and is not in any way intended to modify any of the underlying terms contained in the respective documents.

A copy of this Signature Page containing your original or facsimile signature or other indication of your intent to execute and agree to this Signature Page shall be enforceable for all purposes. This Signature Page is not binding until accepted by Owner.

All Copy Products, Inc.
Owner

City of Commerce City, Colorado
Customer

By:
Signature

By: X
Signature

Print Name & Title

Print Name & Title

Date Accepted:

Date:

ATTEST

Approved as to Form:



AGREEMENT

AGREEMENT NO.: 1644561

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Commerce City, City of

ADDRESS: 7887 E 60th Ave Commerce City, CO 80022-4199

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

SEE ATTACHED SCHEDULE

FP PostBase Pro DS Postage Machine

FPI2720 Folder/Inserter

EQUIPMENT LOCATION: As Stated Above

(*PLUS TAX)

TERM IN MONTHS: 60 MONTHLY PAYMENT AMOUNT*: \$599.00

PURCHASE OPTION*: Fair Market Value

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You (or "City") want us to now provide you the equipment and/or software referenced herein ("Equipment") and you agree, subject to annual appropriations as stated below, to pay us (or "ACP") the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. You further agree to pay us, on the day the first payment is due, a fee of up to \$100 to reimburse our expense for delivery and installation of the Equipment. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

Termination for Cause: If, through any cause, ACP fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law ("Breach"), the City may terminate this Agreement for cause immediately upon written notice of termination to ACP. ACP will not be relieved of liability to the City for any damages sustained by the City by virtue of any Breach, and the City may withhold payment to ACP for the purposes of setoff until such time as the exact amount of damages due to the City from ACP is determined. If ACP challenges a termination for cause by the City and prevails, the termination for cause will be deemed to be a termination for convenience and will be effective fourteen (14) days from the date that the original written notice of termination for cause was given to Owner; no further notice will be required.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience, and which amounts may be subject to change from time to time based on that arrangement. We may charge you a monthly Supply Freight Fee to cover our costs of shipping/delivering supplies to you.

POSTAGE DEVICES. Postage measurement devices referenced herein which are subject to a rental agreement between you and FP Mailing Solutions, Inc. ("FP") are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with FP. You will need to reference your rental agreement with FP for the term of, and your rights and obligations under, the rental agreement. For your convenience, payments under this Agreement may include the rental amounts you owe FP under the rental agreement.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

LAW/FORUM. You agree that this Agreement and any claim related to this Agreement shall be governed by the internal laws of the state of Colorado and any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial. Notwithstanding the foregoing, Colorado laws regarding Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et. seq., operation and budgeting of home rule municipalities, and open records laws, including the Colorado Open Records Act, C.R.S. §§ 24-72-201 et. seq., shall apply in all circumstances without regard to conflicts of law principles and Any obligation of the City to pay court costs or attorney fees pursuant to this section shall be subject to the appropriation of funds by the City Council for such purpose.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. In no event will we be liable for any consequential or indirect damages.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge. Notwithstanding the foregoing, you will not be charged any sales tax, provided you furnish us with documentation reflecting your current sales tax exempt status and you maintain such tax exempt status throughout the Agreement term.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month-to-month unless a) we receive written notice from you, at least 90 days prior to the End Date, of your intent to return the Equipment, and b) you voluntarily surrender the Equipment to us or our authorized designee at the Equipment Location. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

DEFAULT/REMEDIES. You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy. To the extent permitted by law and subject to annual appropriations, you agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC. To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. Any change must be in writing signed by each party. The Mailing Solutions Maintenance Agreement is hereby attached as Exhibit A. The Customer Agreement is hereby attached as Exhibit B.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

This Agreement will neither constitute nor be deemed a multiple fiscal-year debt or financial obligation of the City. Owner acknowledges that the City has made no promise to continue to budget funds beyond the current fiscal year or that the City has or will pledge adequate cash reserves on a fiscal-year by fiscal-year basis. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City

OWNER

All Copy Products, Inc.

1635 W 13th Ave Denver, CO 80204-2403

SIGNATURE:

DATE:

PRINT NAME & TITLE:

CUSTOMER'S AUTHORIZED SIGNATURE

CUSTOMER: (As Stated Above)

SIGNATURE: X

DATE:

PRINT NAME & TITLE:



1635 W 13TH AVE - DENVER, CO 80204 - Phone 303.295.0741 - Fax 303.298.0102

Company Name: City of Commerce City Street Address: 7887 E 60th Ave City: Commerce City State: CO Zip: 80022 Main Phone #: 303-289-3600

Equipment Covered

Table with 2 columns: Equipment Model & Serial Number, Annual Service Charge. Rows include FP PostBase Pro DS and FPI2720 Folder/Inserter.

Table with 2 columns: Equipment Model & Serial Number, Annual Service Charge. Rows are empty.

Contract Term: 60 Months

TERMS AND CONDITIONS

- 1. GENERAL SCOPE OF COVERAGE: In consideration for the payment by Customer of the maintenance service charges set forth above... 2. CHARGES: Subject to annual appropriations, you agree that ACP shall have the right to withhold service... 3. MISCELLANEOUS: Customer agrees to provide reasonable space and proper and sufficient electrical power... 4. APPLICABLE TO GOVERNMENT ENTITIES ONLY: This Agreement will neither constitute nor be deemed a multiple fiscal-year debt...

Comments:

Authorization

Authorized Signature: X Date: Print Name: Title: All Copy Representative: Date:



Exhibit B

Customer Agreement

FP Mailing Solutions
140 N. Mitchell Ct, Ste 200
Addison, IL 60101-5629
Tel: (800) 341-6052
www.fp-usa.com

CUSTOMER INFORMATION

Billing Address
Customer: City of Commerce City
Department: Finance
Street: 7887 E 60th Ave
City: Commerce City County: Adams
State: CO Zip: 80022
Tel: 303-289-3600 Fax:
E-mail:
Contact Name:
Deliver To: [] Dealer [] Customer [] Fulfilled from Dealer Inventory
[] Existing Customers Only: check box if Billing Address has changed.

Shipping & Installation Address (if different than Billing)
Customer:
Department:
Street:
City: County:
State: Zip:
Tel: Fax:
E-mail:
Contact Name:
Mailing Address: [] Same as Billing
[] Existing Customers Only: check box if Shipping & Install Address has changed.

RENTAL INFORMATION

Table with 5 columns: Quantity, Item #, Item Description, Monthly Rate, Rental Billing Delivery. Includes items like PostBase pro Meter*, Unlimited Resets, PostBase RateGuard. Includes a summary row for Term of Contract (60 months) and Total Monthly Payment (\$65.00/mo).

Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the Terms & Conditions are applicable to, and incorporated by reference into, this agreement. * 36 Month Initial Term will apply unless otherwise indicated above.

CUSTOMER ACCEPTANCE (please complete all fields)

Customer Acceptance of Terms and Dealer Information form. Includes fields for Print Name of Authorized Representative, Tel, Tax ID, State, Authorized Signature (marked with X), Date, Selling Dealer Name (All Copy Products), Dealer # (2620), Address (1635 W 13th Ave, Denver, CO 80204), Tel (303-295-0741), Fax (303-298-0102), Sales Representative Name, Servicing Dealer Name (ACP), and Svc. Dealer # (2620).

DEALER & INTERNAL USE ONLY

Form for Dealer & Internal Use Only. Includes checkboxes for New Customer, Upgrade / Model Change, Renewal, Coterminous Add-On, Change of Ownership, Lease Company, Major Account, GSA / State Contract No., Price or Terms Exception Approval, USPS Location, and Tax-Exempt. Includes fields for Existing Account No., Master Billing Acct. No., Master Postage Acct. No., Promo Code, and Package Code.

Terms and Conditions

These terms and conditions (these "Terms") are applicable to, and incorporated by reference into, any order form or customer agreement related to the rental or sale of any products or services supplied by Francotyp-Postalia, Inc., d/b/a FP Mailing Solutions, Inc. ("FP") to the customer (a "Customer") listed on the applicable order form or customer agreement. The complete agreement between FP and Customer will consist of these Terms and the provisions included on any order form or customer agreement that has been accepted by FP (referred to collectively as the "Agreement"). In the event of any conflict between these Terms and the provisions on an order form or customer agreement, these Terms will control. No additional terms (including any terms included on any Customer generated forms, acknowledgments or other documents) will apply unless FP agrees to those additional terms in writing.

1. DEFINITIONS

- a. "Meter" – A device that manages the financial transactions of a mailing machine and which is rented directly from FP. A Meter may be a stand-alone unit or a device, known as a Postal Security Device ("PSD"), which is inserted into mail handling equipment.
- b. "FP Rental Equipment" – Any equipment, other than a Meter, that is rented by a Customer directly from FP. Examples of FP Rental Equipment include mailing machine bases, scales and other accessories.
- c. "FP Rental Services" – Non-tangible services that are provided by FP to a Customer pursuant to an Agreement between FP and a Customer. Examples of FP Rental Services are RateGuard services and Meter resets.
- d. "Third-Party Purchased or Leased Equipment or Services" – Any equipment or services that are designated on an order form or a customer agreement as being purchased, leased, or financed through a third-party. Examples of Third-Party Purchased or Leased Equipment or Services are products or services obtained pursuant to an FP EZ Lease. Third-Party Purchased or Leased Equipment or Services may require maintenance that FP has not agreed to perform and which maybe invoiced separately.
- e. "Maintenance" – Service that FP has agreed to perform, pursuant to an Agreement, on FP Rental Equipment to ensure that the FP Rental Equipment remains in proper operating condition. Maintenance includes, but is not limited to, the repair or replacement of non-consumable parts.

2. FP WILL:

- a. Rent to the Customer the P200C PostBase Pro PSD meter and provide the FP Rental Services at \$65.00/month, as set forth in the lease agreement with ACP. The rental amount is included in the payment of the lease agreement.
- b. If a Meter, FP Rental Equipment or Third-Party Purchased or Leased Equipment is being provided directly by FP pursuant to an Agreement, FP will ship that equipment, in good working order, to Customer's installation address as specified in the Agreement or, if no installation address is specified, directly to the Customer's billing address.
- c. Provide Maintenance on the FP Rental Equipment pursuant to the terms of the Agreement. If maintenance is required on Third-Party Purchased or Leased Equipment, FP may agree to provide perform that maintenance at FP's then-current applicable rates or such rates as otherwise agreed upon, in writing, by FP and Customer.

3. CUSTOMER WILL:

- a. Be invoiced in advance of payment due dates, which ACP will pay on behalf of the City.
- b. Subject to annual appropriations as stated below, pay all amounts due to FP within thirty (30) days of the invoice. Payments will be paid by ACP on behalf of the City.
- c. Subject to annual appropriations as stated below, be responsible for the payment of all other fees assessed pursuant to this paragraph. A late fee will be charged if Customer does not pay the amounts due to FP within the thirty (30) days after the date of the invoice and an additional late fee will be charged for each subsequent thirty (30) day period that the amount due remains unpaid.

Customer also agrees to pay FP the then-current fee charged by FP's financial institution for checks returned unpaid and for ACH direct debit transactions which are rejected, also agrees to pay an additional fee equal to the lesser of \$50 or the maximum allowed by law if a check or electronic payment is returned due to non-sufficient funds, plus any changes imposed by the USPS® as a result of non-sufficient funds. Pay FP Failure to pay on-time also may, in FP's

sole discretion, result in any of the following actions: locking of the Meter, an inability to perform resets, and FP taking steps to recover the Meter.

d. Pay all sales, use, property, lease or excise taxes, along with any fees or charges imposed on the shipment, transportation, delivery, ownership, lease, rent, sale, purchase, possession, or use of any equipment (except for Federal or State income or franchise taxes imposed on FP) as defined in the lease agreement or with advanced approval. Customer also shall reimburse FP upon demand for any taxes paid by or advanced by FP that are the responsibility of the Customer under this paragraph. Replacement cost of the P200C meter is \$3,000.00.

e. Use reasonable care in the handling and operation of all Meters and FP Rental Equipment and be responsible for any damage to, or the loss of, any Meters and FP Rental Equipment. Customer will procure adequate insurance covering all damage to, or the loss of, all Meters and FP Rental Equipment. Customer also will ensure that the insurance procured pursuant to this paragraph names FP as an "additional insured" and will deliver a current certificate of insurance to FP.

f. Not use special attachments, printing plates, or other devices, including electronic scales or supplies, with the Meters or FP Rental Equipment, unless FP supplies those items or agrees to their use in a signed writing.

g. Use postage Meters only for postage imprinting and recording purposes. Customer acknowledges that tampering with or misuse of any postage meter(s) is punishable under the federal postal laws and regulations.

h. Make immediately available for examination and audit by either FP or the United States Postal Service® ("USPS®") any Meters in their possession.

i. Subject to annual appropriations as stated below, notify FP of any change in location of any Meter or FP Rental Equipment, and reimburse FP for any reasonable cost incurred by FP as a result of the change. Reporting any change in Meter location is required by the USPS®.

j. Subject to annual appropriations as stated below, upon the termination of the Agreement, unless directed otherwise by FP, return the Meter and any FP Rented Equipment to FP, at Customer's expense. Customer will follow the return instructions provided by FP and return any Meter or FP Rented Equipment to a location designated by FP, in good condition, with normal wear and tear accepted. Billing will continue until all Meters and FP Rental Equipment are received into inventory by FP. Customer also agrees to reimburse FP for any costs that FP incurs to restore a Meter or FP Rental Equipment to good condition. In addition, Customer also agrees to pay to FP the return processing fee imposed by FP as found in the "my account" section of FP's website.

k. Be responsible for paying for rate updating software if RateGuard coverage is not purchased by Customer.

l. Be responsible for paying FP's standard shipping rates and applicable fees when Meters or FP Rental Equipment is shipped, except when an exchange is made pursuant to a warranty claim. The shipping rate for the P200C is \$50.00, as defined on the website at www.fp-usa.com/terms-conditions/ under Meter Shipping Rates.

m. Make available the necessary connectivity system required for resetting the Meter. For models MyMail, OptiMail 30, UltiMail, or CentorMail, Customer agrees to make available a functioning analog telephone line (not digital) at the installation site so that the analog telephone line can be connected to the Meter and used for postage resets. For Meters utilizing the MailCredit software or PostBase Series, Customer agrees to make available a functioning high-speed internet connection at the installation site so that the connection can be connected to the Meter and used for postage resets.

n. Have the proper system requirements necessary on a PC to utilize certain software and or enhanced functions. Minimum: Vista, Windows 7, Windows 8 / 8.1, Windows 10, Windows Server 2012. All of these in both 32bit and 64bit. Recommended: Windows 10 (64bit)

o. Adhere to the Terms and Conditions found online at www.fp-usa.com/terms-conditions regarding Postage Payment Options and Postage Payment Terms & Conditions. These are defined under the following two sections: Acknowledgement of Deposit Requirements and USPS Acknowledgement. All postage transactions are final. A refund may be processed in accordance with United States Postal Service (USPS) regulations regarding refunds, which may be found in the USPS documents, DMM604.2.8 and DMM 604.9.3.

4. ADDITIONAL TERMS FOR TELESET METER RENTALS:

- a. A bank designated by the USPS® will act as a depository for Customer's advance postage payments.
- b. Before resetting a Teleset Meter, Customer must have at least the amount of the reset increment in Customer's account at the designated bank.
- c. In the event Customer requests an emergency advance for postage, FP may, at its sole discretion, agree to advance the Customer funds to reset its Meter. If FP provides a temporary advance of funds to Customer's account to allow a Meter to be reset, Customer agrees to repay the full amount advanced by FP within five (5) business days and also to pay FP's then-current service fee and interest.
- d. FP will invoice Customer quarterly in arrears for the then current reset fee (if applicable) on each completed reset transaction.
- e. If Customer discontinues its Teleset Meter rental account and over \$25.00 remains in the Customer's account, FP will use commercially reasonable efforts to have the USPS® return the funds in Customer's account within 90 days after Customer's written request, per USPS® CFR Volume 73, Number 210, pages 61255-61356 and Domestic Mail Manual 604.9.2.8 regulations (or any applicable successor regulations). FP, however, does not guarantee that Customer's funds will be returned by any specific date.
- f. Teleset downloads must be performed on compatible line as specified above in Section 3.m.

5. RATEGUARD:

- a. FP RateGuard is a service that provides rate updates to Customers when a USPS® rate change occurs. RateGuard is included in the lease agreement at no additional charge. Customer will receive updated rates (in the form of a rate chip, rate card, software download, or other necessary products) without additional charge from FP pursuant to the RateGuard program.
- b. FP will provide eligible Customers the opportunity to receive the necessary updated rates (in the form of a rate chip, rate card, software download, or other necessary products). The Customer's account must be current and in good standing at the time of each rate change to receive a RateGuard upgrade.
- c. The RateGuard Program must remain in effect on the Customer's account for a minimum of the Initial Term. Once the Initial Term is ended, RateGuard will remain in effect until the end of the Term.
- d. RateGuard does not cover USPS® rate changes made within 60 days from the date that an existing Customer signs up for the RateGuard program. This restriction does not apply to new Customers who enter into a new Agreement fewer than 60 days before a USPS® rate change.

6. GENERAL PROVISIONS:

- a. Customer acknowledges FP's exclusive ownership of the Meters and FP Rental Equipment and that Customer has no rights except for use for the Term of the Agreement and will take all actions requested by FP in order to protect FP's ownership interest.
- b. UNDER NO CIRCUMSTANCES WILL FP'S LIABILITY TO CUSTOMER FOR CLAIMS OF ANY NATURE EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO FP DURING THE SIX MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM OR CLAIMS. UNDER NO CIRCUMSTANCES WILL FP BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER FORM OF DAMAGES, ARISING OUT OF, OR RELATED IN ANY WAY TO, ANY AGREEMENT BETWEEN FP AND CUSTOMER, REGARDLESS OF WHETHER FP WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- c. EXCEPT AS EXPRESSLY STATED HEREIN, FP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING ANY MATTER

WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

d. THESE TERMS, ALONG WITH THE OTHER TERMS OF THE AGREEMENT (AS THAT TERM IS DEFINED ABOVE) CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CUSTOMER AND FP AND SUPERSEDE ANY PRIOR UNDERSTANDINGS OR WRITINGS BETWEEN THE PARTIES.

e. Customer acknowledges that, if it enters into any contract or agreement with a party or entity other than FP related to any postal meter, related equipment or services (for example, an agreement entered into with an FP dealer or with a third-party financing company), FP will not be deemed to be a party to that contract or agreement and FP will have no obligations or liability arising from such a contract or agreement, regardless of whether the contract or agreement relates to products produced by FP or services offered by FP and regardless of whether the contract or agreement provides that the non-FP party or entity will bill and collect amounts that are otherwise due to FP.

f. Customer acknowledges that the use of consumables that are not provided or produced by FP in Meters or FP Rental Equipment (such as ink and rate chips) could result in damage to, or a malfunction of, Meters or FP Rental Equipment. Customer also acknowledges that it will be solely responsible for all costs associated with any repairs, maintenance or replacement that becomes necessary as a result of Customer's use of consumables that were not provided by FP.

g. All notices provided under this Agreement must be given in writing and addressed to Customer's or FP's main office or to another address specified in writing by Customer or FP.

h. When a Meter or FP Rental Equipment is received by a Customer, the Meter or FP Rental Equipment must be set up within fourteen (14) days and the billing cycle will begin at the end of that fourteen day period.

i. Should the Customer require an on-site installation of a Meter or FP Rental Equipment by FP, which for the purposes of this agreement does not apply, an additional fee of \$3,000.00 may be charged.

j. FP reserves the right to replace, at any time, Meters or FP Rental Equipment with other comparable Meters or FP Rental Equipment that includes similar or enhanced features in the event that an identical Meter or FP Rental Equipment is not available or if a Meter or FP Rental Equipment has been decertified by the USPS®.

k. Customer authorizes FP, from time to time, to access and download information from any Meter to provide FP with information about Customer's postage usage and FP may disclose that information to the USPS® or any other governmental agency. FP will not otherwise share individually identifiable information that we obtain about Customer's postal usage unless otherwise required to do so by law. FP reserves the right to share aggregate data about its Customers' postage usage with third-parties.

l. Customer authorizes FP to send communications, via email, written correspondence or any other means, regarding account activity or advertising material concerning FP's products or equipment, including, but not limited to, information concerning software updates, account changes, and FP product availability.

m. In the event Customer fails to perform in accordance with the terms set forth in this Agreement, then FP may disable any Meter and FP Rental Equipment, and after giving the City reasonable notice, presumably 14 business days, and an opportunity to cure the alleged violation or breach of the Agreement, repossess any Meter and FP Rental Equipment, immediately terminate any Agreement between FP or an FP Affiliate and Customer; and pursue any other remedies available to FP at law or in equity.

o. This Agreement will neither constitute nor be deemed a multiple fiscal-year debt or financial obligation of the City. FP acknowledges that the City has made no promise to continue to budget funds beyond the current fiscal year or that the City has and will pledge adequate cash reserves on a fiscal-year by fiscal-year basis. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

7. IF CLAIMS OR DISPUTES BETWEEN CUSTOMER AND FP SHOULD ARISE:

- a. If Customer fails to pay any amounts due FP in accordance with this Agreement, or if any legal action commences which may result in a third-party taking possession of any Meters or FP Rental Equipment, FP can immediately terminate this Agreement, without notice or legal action, and Customer will allow FP to enter its location for the purpose of repossessing any Meters and FP Rental Equipment. Under those circumstances, Customer will pay FP all amounts due up to the repossession date or through the end of current Term, whichever period is longer, plus a delinquency charge of 1.5% per month (but not in excess of the lawful maximum) on any unpaid amounts until FP has been paid all amounts due to it. Customer further agrees that, should FP decide to place its account with a collection agency or attorney, Customer will pay all collection costs and attorneys' fees incurred by FP, in addition to other amounts due.
- b. The construction, performance and consummation of this Agreement, and any and all disputes, claims, actions or controversies of whatever nature between FP and Customer, shall be governed by the laws of the State of Colorado without regard to its conflicts of laws provisions. FP consents to the exclusive jurisdiction of and venue in the state courts in the County of Adams, State of Colorado. FP waives any exception to jurisdiction because of residence, including any right of removal based on diversity of citizenship. In the event of any litigation between Customer and FP, The prevailing party in any litigation to resolve a dispute between the parties arising from this Agreement will be entitled to recover from the non-prevailing party court costs, reasonable third party expenses, and reasonable attorney fees incurred in prosecuting or defending such action and enforcing any judgment, order, ruling or award.
- c. In the event any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

8. ACKNOWLEDGMENT OF DEPOSIT REQUIREMENT:

- a. Customer hereby acknowledges that it must transfer funds to the USPS®, through a lockbox bank ("lockbox bank") for the purpose of prepayment of postage on Computerized Meter Resetting System (CMRS)-equipped Meters ("Deposits").
- b. Customer may make Deposits in the lockbox bank account, identified as United States Postal Service-CMRS-FP. The USPS® may, at its discretion, designate itself or a successor as recipient of Deposits by Customer.
- c. Any Deposit made by Customer shall be credited by the USPS® only for the payment of postage through CMRS-equipped meters. Customer shall not receive or be entitled to any interest or other income earned on such Deposits.
- d. The USPS® will provide a refund in accordance with the rules and regulations governing deposit of funds for CMRS, published in the Domestic Mail Manual or its successor.
- e. As provided above, FP may agree to deposit funds on behalf of Customer. The USPS® will make no such advances. Any relationship concerning advances is between Customer and FP.
- f. Customer acknowledges that the terms of this Acknowledgment of Deposit section may be changed, modified, or revoked by the USPS®, with appropriate notice.
- g. Postal regulations governing the deposit of funds for CMRS are published in the Domestic Mail Manual or its successor. Customer acknowledges that it shall be subject to all applicable rules, regulations, and orders of the USPS®.
- h. By signing any Agreement between Customer and FP, Customer represents that it has read this Acknowledgement of Deposit Requirement section and is familiar with its terms. Customer agrees that, upon execution of any Agreement with FP, it also will be bound by all terms and conditions of the Acknowledgement of Deposit Requirement, as it may be amended from time to time.

9. ASSIGNMENTS:

- a. No right or interest in this Agreement may be assigned by Customer without the prior written consent of FP.

10. TERM AND TERMINATION:

- a. Provided FP has accepted the order form or customer agreement, the Agreement shall be for the Initial Term set forth on the applicable order form or Customer Agreement, which is 60 months, or as otherwise agreed upon in writing by the Customer and FP, commencing on the date the order form or Customer Agreement was signed by the Customer, and shall automatically, without any action by either party, renew on a month to month basis (a "Renewal Term") at the end of such Initial Term until the P200C PSD is received by FP at 140 N Mitchell Court, Ste. 200, Addison, IL 60101. FP will not notify the Customer that the Initial Term or any Renewal Term is ending.
- b. FP cannot change the monthly rental rates and fees during the Initial Term.
- c. Either party to this Agreement may provide notice to the other party of its intent not to renew this Agreement pursuant to paragraph (b) above. Such notice must be in writing and must be delivered to the other party no later than thirty (30) days prior to the end of the Initial Term or then-current Renewal Term.

11. USPS® ACKNOWLEDGMENT:

- a. To the extent that the USPS® is obliged to perform particular functions with respect to the any Meter or FP Rental Equipment, those functions will be governed by the Domestic Mail Manual, as may be amended from time to time, or its successor, in effect at the time of the obligation. Specifically, to the extent that the USPS® provides refunds to Customers using postage evidencing devices, the policy and procedure governing the payment of refunds will be conducted in accordance with the Domestic Mail Manual, as amended, in effect at that time.
- b. If the Equipment is used in any fraudulent or unlawful scheme or enterprise, or is not used for any consecutive 12 month period, or if the Customer takes the Equipment or allows the Equipment to be taken outside the United States without proper written permission of the USPS®, Washington, DC 20260-6807, or if the Customer otherwise fails to abide by applicable postal regulations and this Agreement regarding care and use of Equipment, then this Agreement and any related Equipment rental may be revoked. Customer further acknowledges that any use of Equipment that fraudulently deprives the USPS® of revenue can cause Customer to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802). A false statement in this application or the mailing of matter bearing a fraudulent postage meter imprints are examples of violations of these statutes.
- c. The Customer is responsible for immediately reporting (within twenty-four hours) the theft or loss of Equipment that is the subject of this Agreement to FP. Failure to comply with this notification provision in a timely manner may result in the denial or refund of any funds remaining on the Equipment at the time of loss or theft.
- d. The Customer understands that the rules and regulations regarding the use of the Equipment as documented in the Domestic Mail Manual may be updated from time to time by the USPS® and it is Customer's obligation to comply with any current and future rules and regulations regarding its use.
- e. By signing this Lease, Rental or Use agreement with your Provider, the undersigned acknowledges they are also entering into an Agreement with the United States Postal Service (USPS®) in accordance with the Domestic Mail Manual (DMM) 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage-Evidencing Systems) and accepts responsibility for control and use of the PES contained therein.
- f. The undersigned also acknowledges they have read the Domestic Mail Manual 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agrees to abide by all rules and regulations governing its use. Failure to comply with the rules and regulations contained in the DMM or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this Lease, Rental or Use Agreement.
- g. The undersigned further acknowledge that any use of this PES that fraudulently deprives the USPS® of revenue can cause me to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to

five (5) years and fines of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802).

h. The undersigned further understands that the rules and regulations regarding the use of this PES as documented in the DMM may be updated from time to time by the USPS® and it is the undersigned obligation to comply with any current and future rules and regulations regarding its use.

12. Security:

FP shall implement and maintain reasonable security procedures and practices compliant with applicable laws and/or regulations.

THESE TERMS AND CONDITIONS APPLY ONLY TO THE METERS, FP RENTAL EQUIPMENT AND FP RENTAL SERVICES SUBJECT TO THIS AGREEMENT AND DO NOT APPLY TO ANY OTHER EQUIPMENT OBTAINED FROM A SOURCE OTHER THAN FP. Any person executing this Agreement on behalf of an organization or entity represents and warrants that he or she is a duly authorized representative and agent of the organization or entity and has the power and authority to bind such organization or entity to the Agreement.