

Parcel Locker Maintenance Agreement

In this Parcel Locker Maintenance Program Agreement (the "Agreement"), the words "You" and "Your" mean the entity that is the Customer identified below and on the Sales Quote dated _____ ("Order Form"). "We," "Us" and "Our" mean the seller, Quadient, Inc.

- 1. Coverage.** Maintenance services, as described herein, will be provided for the parcel locker(s) ("Product") at the Delivery Location. We agree to provide the parts and labor associated with the ordinary maintenance of the Product as required due to normal wear and tear for a maximum of up to sixteen (16) hours per year, as well as the help desk support services described below ("Maintenance Services"). After We have performed sixteen (16) hours of Maintenance Services, We shall bill You at Our then-current rate for any additional labor and any parts in connection with any additional services that it performs. Maintenance Services do not include consumable parts and/or wearable parts, if any, as defined by Us. Maintenance Service time shall be measured from the time the service personnel arrive on site to the time they depart. Travel time shall not be included in the allotted Maintenance Service time. Maintenance Services also include up to one (1) preventative maintenance call per year which We shall provide upon request from You. We may, at Our option, designate a third party to provide Maintenance Services. We, in Our sole discretion, may service the Product by replacing it with new or like-new Product; provided that such replacement is substantially similar to the Product. Maintenance Services will be provided between the hours of 8:30 a.m. and 5:00 p.m. on weekdays (excluding holidays) local time based on the location of the Product ("Normal Working Hours"). Any parts that are replaced by Us while performing Maintenance Services become the property of Us.
- 2. Help Desk Support.** We will provide You with Unlimited telephone support for the Product during weekdays between the hours of 8:30 a.m. and 5:00 p.m. (excluding holidays).
- 3. Payment and Fees.** You shall commence paying for the Maintenance Services when the Product is installed. All fees for Maintenance Services ("Maintenance Fees") on purchased Products are invoiced **annually**, in arrears either monthly or quarterly at the option of the Customer. The initial Maintenance Fees are set forth on the Order Form. In addition to the Maintenance Fees, You agree to pay: (a) for labor, parts, and expenses for any maintenance or repair that is part of an Excluded Service (as defined below); (b) for travel expenses for any on-site maintenance services that in Our opinion are deemed unnecessary; (collectively "Additional Charges"). All Additional Charges shall be at Our then-current published rates for time and materials. Charges for labor for Additional Charges shall include travel expenses (including travel time, gas, tolls, mileage, etc.) All payments for Maintenance Services and Additional Charges are nonrefundable. We may adjust the Maintenance Fees at the end of the Initial Maintenance Term (as defined below) and any renewal term. Fees will not exceed a 4% increase over previous term.
- 4. Term.** Unless otherwise specified in the Agreement, the initial term of these Maintenance Services is one (1) year (the "Initial Maintenance Term"). Unless You provides ninety (90) days written notice to Us 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 term at Our then-current rate for such service.

5. Requesting Maintenance Services. In order to receive Maintenance Services on the Product, You must notify Us of a need for service by contacting Us or, if directed by Us, another authorized service provider, in the manner directed by Us. We may, in Our sole discretion, attempt to resolve Product performance issues over the telephone. If We determine that on-site service is necessary, We shall provide such on-site service in accordance with the terms set forth herein.
6. Exclusions from Coverage. Maintenance Services do not include:
- De-installation of the Product, or moving the Product (however, these services are available for an additional fee);
 - Services provided outside of Normal Working Hours (however, service is available outside of those hours for an additional fee);
 - Maintenance or repairs made necessary by the Your failure to maintain or use the Product in conformance with the manufacturer's specifications;
 - Maintenance or repairs made necessary by changes in the design of the Product made by You or mechanical, electrical, or electronic interconnections, or the attachment of other parts or components to the Product by You;
 - Maintenance or repairs made necessary by vandalism, accidents or natural disasters;
 - Maintenance or repairs made necessary by Your negligence or willful misconduct;
 - Maintenance or repairs made necessary by software that is installed in the Product by You (and not at Our direction);
 - Maintenance or repairs made necessary by changes to the Product made by You or anyone other than Us or Our authorized service representatives;
 - Damage or repair necessitated by relocation of the Product except to the extent such relocation was done by Us or our authorized service representatives;
 - Maintenance or repairs made necessary by the use of parts, consumables, or other supplies that do not comply with the manufacturer's specifications;
 - Recovery of any data stored within the Product or the maintaining of any back- up data;
 - Rebuilding or major overhauls to the Product which We determine are necessary ("Reconditioning"); and
 - Any assistance with obtaining any permits, licenses, or similar authorizations that may be required in connection with the installation or operation of the Product (however, such service is available for an additional fee).

All of the foregoing are "Excluded Services." Excluded Services also include operator training beyond the initial training provided by Us upon installation. In the event You request Us to perform an Excluded Service, You shall pay Us Our then-current hourly rate for those services (including travel time), as well as Our then-current price for any parts required in connection with such services.

7. Your Other Obligations. You agree to maintain the Product in accordance with the manufacturer's published specifications. You are solely responsible for all data stored on the Product and making copies of all such data prior to Us performing Maintenance Services. You shall provide a suitable environment for the Product (including appropriate electrical and internet connections) as specified by the manufacturer. You shall allow Us full and free access to the Product and the use of necessary data communications facilities and equipment at no charge to Us. You shall not cause modifications or interconnections to be made, or accessories, attachments, or features to be added to the Product without Our prior written approval.

8. Termination. We may terminate the Maintenance Services, upon written notice to You, if: (i) You default on any payment due under this Agreement; (ii) the Product is modified, damaged, altered or serviced by personnel other than the Us or Our authorized service representatives; (iii) parts, accessories, consumables, supplies, or components not meeting machine specifications are used with the Product; (iv) any services are necessary because You have done (or failed to do) something that requires the performance of an Excluded Service; or (v) You decide not to proceed with any Reconditioning that is deemed necessary by Us.
9. Disclaimer. We shall not be liable in any manner for any property that may be stored within the Product.

The parties have caused this Parcel Locker Maintenance Program Agreement to be executed by their duly authorized representatives on the date(s) shown below.

	Quadient, Inc.
Customer	
Signature_____	Signature_____
Printed_____	Printed_____
Title_____	Title_____
Date_____	Date_____