



**COPY**

2000 E Randol Mill Rd. Ste 610, Arlington Texas 76011  
P: 817-226-4646 F: 817-226-4647 www.altbizsolutions.com

**ABAS EQUIPMENT RENTAL AND SERVICE AGREEMENT**

**Customer Bill-To Information:**

Date	Customer P.O.	ABAS Work Order #
10/20/2017		
Customer Name	Billing Contact Name	Title
Johnson County, Texas	Alison Hitchcock	Administrative Assistant
Customer Address (line 1)	Billing Contact Phone #	
2 Main Street Room 120	(817) 556-6360	
Customer Address (line 2)	Billing Contact e-mail	
	countyjudge@johnsoncountytexas.org	
City, State, Zip Code	Billing Contact Fax #	
Cleburne TX 76033		

**PAYMENT TERMS: THIS IS A FIXED TERM AGREEMENT MAY NOT BE CANCELLED OR REFUNDED.**

Length of Term: 63 Months Monthly Charge: \$430.00 Sales Tax: \$0.00 1x Installation Set Up Fees: \$ N/A Initial Check: \$1,290.00  
Billing Cycle:  Monthly  Quarterly  Annually Billed By:  ABAS  AMSS Fin Svc Type:  Commercial New  Commercial Green

**ITEMS INCLUDED: (Customer Initials Required)**

<input type="checkbox"/> Toner, Ink, Tape & Sealing Solution	<input checked="" type="checkbox"/> On-Site Service Labor	<input checked="" type="checkbox"/> Service Parts	<input checked="" type="checkbox"/> Preventative Maintenance	Special Billing Instructions:
<i>[Signature]</i> Customer Initials	<i>[Signature]</i> Customer Initials	<i>[Signature]</i> Customer Initials	<i>[Signature]</i> Customer Initials	

**MFP INFORMATION IF APPLICABLE:**

All payments are exclusive of sales and use tax.

\*Shipping and Handling is billed separately

Monthly Base Use Charge: \$ _____	Charge per page above Pages Included in Base Use Charge
8.5x11 Pages Included in Monthly Base Use Charge: _____	\$ _____ per Black/White Page
Black/White Pages _____ Color Pages _____	\$ _____ per Color Page
Monthly Scans Included: _____	\$ _____ per Page Monthly Scans

**Equipment Covered by this Equipment Rental and Service Agreement:**

E	Item #	Asset Description	Asset Location
	POSTBASEPRODS	PostBase Pro DS Automatic Mailing System with Dynamic Scale	Guinn Justice Center , 204 S. Buffalo, Mail Room, Room 103
	PSCALE15	Integrated 15 lb. Scale	Cleburne, TX 76033
	PFEEDSEAL	Automatic Feeder Sealer	
	PCALLINONE	All-In-One PC Kit with MailOne 3.0 Software	
	PSTACK & EXCEL30	Power Stack and Remote 30 lb. Scale	

Requested Installation Date: \_\_\_\_\_ Rush installation fee if less than 3 weeks:  \$200.00

**CUSTOMER HAS READ AND AGREES TO THE TERMS AND CONDITIONS ON BOTH PAGES OF THIS AGREEMENT:**

Customer	Alternative Business Automation Solutions
Signed By	Signed By
<i>[Signature]</i>	<i>[Signature]</i>
Title	Title
County Judge	President / CEO
Printed Name	Printed Name
Roger Harmon	Craig Wasilchak
Date	Date
11/13/17	11-1-17

**ALTERNATIVE MAILING AND SHIPPING SYSTEMS dba ALTERNATIVE BUSINESS AUTOMATION SOLUTIONS  
TERMS AND CONDITIONS**

- A. **PRODUCT:** Product and Software Warranty Limitation. If you have any problems with this equipment after installation, Alternative Mailing & Shipping Systems ("Dealer") will promptly repair or replace this equipment at our option. Dealer will be responsible for the cost of the material and labor necessary to repair or replace this equipment. Consumable parts such as ink, meter tape, seal solution or parts worn out due to extraordinary use of the equipment are not covered under the rental agreement. Dealer warrants Software to be free from defects in material, workmanship or programming for 90 days after installation. Software is programmed with carrier rates & calculating methods which can be specific to a carrier or a government agency. If a carrier or agency change their rates or methods within the first 90 days after installation Dealer will update or replace the affected Software. After the 90 day warranty period on updating the Software is over, all updates and replacements will be chargeable.
- B. **SCOPE OF SERVICES:** The charges established by this Agreement include payment for maintenance performed by Dealer during normal business hours: inspection, adjustments, parts replacement, drums and cleaning material required for the proper operation as determined by Dealer. Customer must separately purchase supplies, paper and staples. It is understood that the scope of services shall include only those items checked and initiated by the Customer on the face page of this Agreement. No other services shall be expected or required. Operator Error Calls and Computer Network problems are not included in the Scope of Services.
- C. **STANDARD TERMS:** Installation of equipment. You are responsible for suitable power sources, access & space for installation according to our specifications.
- Assignment of your rights or obligations under this Agreement, has to be approved by Dealer to make sure that there is no increase in our risk of doing business.
  - Dealer is in no way liable for incidental or consequential damages for nonperformance of any obligations under this agreement.
  - This is the entire agreement between us. No statements or prior understandings, even if reduced to writing, or other documents are effective if they are inconsistent with this Agreement, or if they obligate us in any way beyond what is written here. Any terms or any other documents which add to, vary from, or conflict with these terms are hereby objected to. Payment terms will be specified on face of invoice.
  - We will make every reasonable effort to deliver the equipment as soon as possible, but cannot guarantee a specific delivery date.
  - This order becomes a mutually binding Agreement when we install the equipment, with the following exceptions: in a Customized Equipment Transaction your order is binding when accepted and scheduled at our home office; and when you intend to pay for any equipment, whether customized or not, in more than one installment, your order is accepted at time of installation when our home office has given expressly waived credit approval.
  - By signing this Agreement, you have created a security agreement. To protect our right to the equipment, we may file a copy of this Agreement as a financing statement with the appropriate State authorities. You also represent that you are financially solvent and able to pay for this equipment when you are invoiced for it, according to the term of payment on the invoice.
  - In the unlikely event we have to collect payments due from you beyond invoicing we can hold you responsible for interest at the maximum lawful rate from the due date of a payment, costs of collection, and reasonable attorney fees. Checks returned by our bank shall be considered past due and will be assessed a service charge of \$25.00 plus applicable taxes.
- D. **PAYMENT:** Customer unconditionally guarantees that it will make all payments and all the other charges required under the Agreement and any supplements when they are due. Dealer may cease performance under this Agreement if Customer is in breach under this or any other Agreement with Dealer. If it is necessary for Dealer to proceed legally to enforce this Agreement, Customer agree to pay, in addition to any award, all costs, including attorneys fees incurred.
- E. **ADVANCE INSPECTION:** Dealer reserves the right to inspect all equipment to be covered under this Agreement to determine its mechanical condition. Equipment that is identified as requiring immediate repair will be identified to Customer. Customer, at its option, may elect to have said unit repaired at the then current hourly service labor rate plus parts or may elect to have the unit excluded from the Agreement.
- F. **REMEDIAL MAINTENANCE:** During the term of this Agreement, Dealer agrees to perform the maintenance and repair that will keep the Equipment in good working order and condition, normal wear and tear excepted. If Dealer is notified by Customer during the term of the agreement that the equipment is not in good working condition, Dealer will, during normal service hours, make necessary adjustments and repairs including replacement of parts (if parts are included as part of the terms of this Agreement.) If parts are not included in the Agreement, Dealer will promptly provide a quote for the appropriate part(s). Dealer normal service hours are 8:00 a.m. to 5:00p.m. Monday thru Friday, excluding holidays. Dealer may from time to time adjust these hours as may be required in the course of business, at which time the customer will be advised. Service at times other than Dealer's normal service hours may be furnished on an "as available basis" at published rates then in effect. Replacement parts may be used and/or reconditioned. Parts that have been replaced will remain the property of Dealer.
- G. **SERVICE LIMITATIONS:** Customer agrees Dealer will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement; (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of toner or other substance in the machine), and the breaking of lids, hinges, cassettes, etc.; (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment; (iv) placing the Equipment in an area that does not conform to space, electrical and environmental requirements; (v) failure of improper network or electrical power; (vi) Acts of God, lightning, fire, water, climatic conditions, or incidents of excess voltage or power surges; (vii) Customer using toner, drum, processing units, ink, film, etc., from any other source other than the service provider; or (viii) improper conditions of the environment such as excessive dust, chemical residues, abnormal high or low temperatures. If Dealer provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance shall be billed to Customer (and shall be due and payable in full upon receipt of invoice) at Dealer's then current rates for labor and parts. Customer agrees that Dealer will not be required to make adjustments, repairs, or replacements if Dealer is not provided reasonable access to the Equipment.
- H. **TONER, INK, TAPES & SEALING SOLUTION:** Inclusive contracts are based on manufacturer supply consumption rates. Dealer will determine and deliver supplies in accordance with agreed upon usage. Use of covered supply products above the expected usage may result in additional charges. Supplies may be OEM original or non-OEM at the discretion of Dealer. At the conclusion of this Agreement all unused supplies must be returned or additional charges shall be incurred.
- I. **RELOCATION:** Customer agrees to keep the Equipment at the installation location and not move it from that location without prior written consent of Dealer. Customer agrees to be responsible for all costs associated with relocation. If the Equipment is moved to a new position or location, Dealer shall have the right to charge a new rate for the new position or location and Customer agrees to pay the difference between the old rate and the new rate.
- J. **CUSTOMER RESPONSIBILITY:** Customer will be responsible for daily care and cleaning of the top glass, dusting Equipment, replenishing toner, replacing disposal tank, clearing jams, shipping and handling fees etc., (where applicable).
- K. **LIABILITY LIMITATION:** Dealer's total liability is limited to repair and maintenance of the covered Equipment. Dealer will not be held liable to Customer or any other party for any personal injury or indirect, incidental, consequential damage, including, but not limited to, loss of use, revenue or profit. Dealer will not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including without limitation, performing services at a location deemed by Dealer as hazardous to health and safety, acts of God or government, labor difficulties, failure of proper transportation, telephone or power, or the inability to obtain parts or supplies. In no event shall Dealer be responsible for lost data, lost profits, damages, or incidental or consequential damages. Dealer's sole liability shall be limited to the amount Customer has paid Dealer pursuant to this Agreement.
- L. **TAXES:** Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes accessible on the Equipment) and fees charged relative to this Agreement. Customer agrees to reimburse Dealer for all amounts paid or payable by Dealer in discharge of the foregoing taxes. Customer shall not be responsible for taxes based on Dealer's gross or net income.
- M. **DEFAULT:** Customer shall be in default under this agreement if Customer: (i) fails to make any payment under this or any agreement with Dealer within ten (10) days of when due or (ii) breaches any other term or condition included in this agreement and Customer fails to cure any such breach within ten (10) days. In the event of a default, Dealer may, in addition to other remedies, (i) declare all sums (including penalties) due under the terms of this Agreement, and terminate this Agreement without advance notice.
- N. **NOTICES:** Notices required under this agreement shall be written and sent to Dealer at: 2000 E Randol Mill Rd STE 610 Arlington Texas 76011 and to the Customer at the "bill to address" identified on the front side of this Agreement. All notices will be effective upon date of postmark.
- O. **JURISDICTION:** This agreement shall be interpreted and enforced according to the laws of the State of Texas.
- P. **INDEMNITY:** ~~With respect to, arising from or in connection with the operation, or non-manufacture, maintenance, repair or use of any Equipment, Customer agrees to indemnify and hold harmless Dealer and its agents, representatives, and employees from and against any and all claims, liabilities, damages, demands, cost and expenses of every kind and nature (including reasonable attorney's fees) arising from any injury or damage to any person, property, or business, excluding, however, any of the foregoing resulting solely from the gross negligence or misconduct of Dealer or its agents, representatives or employees.~~
- Q. **METER READINGS:** Customer agrees to provide Dealer with accurate meter readings based on the billing term on the front of this Agreement, or if mutually agreed upon, to provide Dealer with timely access to all Equipment so that Dealer may obtain meter readings as required. If accurate meter readings are not provided, or if timely access is not provided, Dealer reserves the right to estimate the meter reading from previous meter readings. Customer agrees and consents that Dealer may obtain meter readings via remote access and grants Dealer the right to do so. 11" x 17" counts as two 8 1/2" x 11" single sided copies.
- R. **RENEWAL/TERMINATION:** Length of term of the agreement is established on the front of this agreement under the "length of term" area and is established on the date of installation of the equipment. This Agreement may not be terminated early without possible penalty. This Agreement may be terminated at the end of the agreed upon period by written notice by either party, no less than ninety (90) days prior to renewal date. Said automatic renewal is to provide uninterrupted coverage to Customer. If you fail to notify Dealer of your intent to exercise any option, as required herein, this Agreement shall automatically renew at the then current rates in effect. During the term of this Agreement the charges may be increased to reflect increases in the cost of fuel, supplies, parts, labor or usage. This agreement is subject to acceptance by Dealer and will remain in force until cancelled as stated above. Dealer reserves the right to cancel this contract at its discretion upon five (5) days written notice.
- S. **ASSIGNMENT:** This contract is for the sole benefit of the Customer whose name appears on the front hereof and cannot be assigned by the customer to any further owners of the covered Equipment.
- T. **CONFIDENTIALITY CLAUSE:** Dealer recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients (such information hereinafter referred to collectively as "Customer Information") from improper use or disclosure. Dealer agrees to use its best efforts to treat Customer Information on a confidential basis. Dealer agrees not to disclose any Customer Information to any person, firm or corporation that does not have a need to know said information.
- U. **PRICE PROTECTION:** The rental charges shown above are those currently in effect, and will remain in effect for the "length of term" of the agreement. All charges are subject to change at that point on. If the charges are increased after the "length of term" by more than 10% the Customer may terminate this agreement on the effective date of such increase, otherwise the new charges shall become effective.
- V. **PROPERTY OF DEALER:** The equipment is, and shall remain, the property of Dealer, and the customer shall have no right, title or interest therein except as set forth herein, and the equipment shall remain personal property even though installed in or attached to real property. A copy of this agreement may be filed with appropriate state authorities at any time by the Company as a Financing statement in order to perfect the company's security interest. Such filing does not constitute acceptance of this agreement by the Company.
- W. **PROVISIONS AS TO USE:** The equipment shall at all times be kept by the customer at the place of business listed above and not elsewhere without the written consent of Dealer. In the event of failure by the customer to pay rental on any afore-mentioned items when due, or upon demand of the Company or the issuance of any writ or process in any proceedings against the Customer, whereby the equipment may be levied or attached, the Company may terminate this agreement and shall have the right to enter upon any premises where the equipment may be and repossess it without legal process, and in such event the Customer shall pay upon demand of the Company, accrued rental up to such date of repossession. In the event that the equipment is repossessed due to any fault under this paragraph subsequent to the expiration of the period ending twelve months immediately following installation of the equipment, the customer forfeits the 1x installation set-up fee. Upon the termination of this agreement, the Customer will deliver the equipment to Dealer in good condition except for normal wear and tear.
- X. **RISK OF LOSS:** The risk of loss, injury or destruction of said equipment from any cause whatsoever, at all times subsequent to the delivery thereof, is hereby assumed by the Customer and such loss, injury or destruction shall not operate in any manner to release the customer from the obligation to make the payment aforesaid, and renewal extension at time of payment shall not release the Customer from any one or more of the terms of this agreement. The Customer will insure the equipment covered by this contract for its value for the benefit of the Company.
- Y. **ACCEPTANCE:** With respect to the equipment specified here, this agreement contains the entire agreement of the parties hereto, is intended by the parties as an agreement to rent and not sell, conditionally or otherwise, the equipment, supersedes any contract or agreement of prior date between the undersigned Customer and the Company and is subject to final acceptance by the Company, at its home office, in Arlington Texas. Customer will not without Dealer' prior written consent, assign, pledge, sublet, or bail the equipment.
- Z. **ASSIGNMENT:** Dealer may sell or assign all of its rights to the equipment and all monies due under this agreement. Upon notice of assignment of rights Customer will make all payments directly to the assigned Company.

## 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 specified FP Rental Equipment and provide the FP Rental Services at the rates set forth in the Agreement, or as otherwise agreed upon in writing by FP and Customer.
- 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.
- b. Pay all amounts due to FP within thirty (30) days of the invoice. Payments must be made using one of FP's acceptable payment methods, including mailing the payment to the address stated on the invoice or paying online at [www.fp-usa.com](http://www.fp-usa.com).
- c. 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). 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.
- 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. 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. 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 "my account" section of FP's website lists the current fees and [www.fp-usa.com/terms-conditions/](http://www.fp-usa.com/terms-conditions/) for the standard 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 as listed on the product specifications page found at [www.fp-usa.com/support/](http://www.fp-usa.com/support/) for your Meter.
- o. Adhere to the Terms and Conditions found online at [www.fp-usa.com/terms-conditions/](http://www.fp-usa.com/terms-conditions/) regarding Postage Payment Options and Postage Payment Terms & Conditions.

#### 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. If a Customer purchases RateGuard, the Customer will pay a monthly charge that is billed on the same billing cycle as their Meter or FP Rental Equipment. 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. Customer agrees to indemnify and defend FP from any claims, legal actions, and costs (including attorneys' fees) arising from Customer's use and operation of the Meters or FP Rental Equipment.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. Should the Customer require an on-site installation of a Meter or FP Rental Equipment, an additional fee may be charged.

k. 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®.

l. 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.

m. 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.

n. In the event Customer fails to perform in accordance with the terms set forth in this Agreement, then FP may, in its sole discretion and without notice, repossess or disable 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.

#### **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 federal laws of the United States and the laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision, rule or principle that would otherwise require the application of the laws of any jurisdiction other than the federal laws of the United States or the State of Illinois. In the event of any litigation between Customer and FP, Customer and FP hereby agree that any and all disputes, claims, actions, or controversies arising between the parties of whatever nature (including, but not limited to, any and all contractual, statutory, equitable, or tort claims) shall be brought only in either the United States District Court for the Northern District of Illinois or in the Circuit Court of the 18th Judicial District, DuPage County, Illinois; and both Customer and FP hereby consent to both venue and personal jurisdiction in those courts to the exclusion of all others. Each party also waives any right to a trial by jury.

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. This Agreement shall be NON-CANCELLABLE during the Initial Term and any Renewal Term, as set forth in Section 10.b. below. The Initial Term and any Renewal Terms are collectively referred to as the "Term" of the Agreement.
- b. 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 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 for an additional period of one year (a "Renewal Term") at the end of such Initial Term. At the end of such Renewal Term, this Agreement, again, automatically renews for an additional Renewal Term, unless terminated in accordance with the terms of Section 10. FP will not notify the Customer that the Initial Term or any Renewal Term is ending.
- c. FP can change the monthly rental rates and fees after the Initial Term upon notice to Customer.
- d. 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 ninety (90) 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.

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.



**JOHNSON COUNTY CONTRACT TERMS  
ADDENDUM – ALTERNATIVE MAILING AND SHIPPING SYSTEMS,  
INC. SERVICE AGREEMENT 2017**

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This Addendum is part of an Agreement between Johnson County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "COUNTY"), and Alternative Mailing and Shipping Systems, Inc DBA Alternative Business Automation Solutions 2000 E. Randol Mill Road, Suite 610, Arlington, Texas 76011, AND Francotyp-Postalia, Inc. entities hereinafter referred to collectively as "AMSS / ABAS". The County and AMSS / ABAS may be collectively referred to as the "PARTIES". This is an Addendum to the:

**ABAS EQUIPMENT RENTAL AND SERVICE AGREEMENT,  
Francotyp-Postalia, Inc CUSTOMER AGREEMENT,  
GOVERNMENTAL ENTITIES ADDENDUM,  
AMENDMENT TO THE TERMS AND CONDITIONS OF THE FP RENTAL  
AGREEMENT,**  
hereafter referred to as the "AMSS / ABAS Documents".

The "AMSS / ABAS Documents" and this Addendum shall constitute the entire and complete Agreement between the Parties. This Agreement is an adjunct to the AMSS / ABAS Documents.

1. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.
2. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.
3. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.
4. The Parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

5. The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said insurance coverage is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

6. The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

7. The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

8. The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

9. Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31<sup>st</sup> day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

10. No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or

indirect, in this Agreement or the proceeds thereof.

11. To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act.

12. Services provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

13. Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

14. It is understood and agreed that Johnson County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

15. Johnson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

16. The continuation of this Agreement from year to year is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the Johnson County Commissioners Court. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by AMSS / ABAS pursuant to the terms of this Agreement by County will constitute the County's action and intent to continue this Agreement barring a specific written notice to the contrary. Notwithstanding the foregoing, in no event shall this Agreement continue for a period exceeding 60 months from the date the date of execution of this Addendum without specific consideration and approval by the commissioners Court of Johnson County, Texas.

17. AMSS / ABAS certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Burns & McDonnell states that it is not ineligible to receive State or Federal funds due to child support arrearages.

18. **AMSS / ABAS verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017.**


19. In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted.

APPROVED AS TO FORM AND CONTENT:

**JOHNSON COUNTY:**

  
Roger Harmon  
County Judge


11/13/17

Attest:  
  
County Clerk, Johnson County



11/13/17  
Date


**Alternative Mailing and Shipping Systems, Inc:**

  
Authorized Representative of **Alternative Mailing and Shipping Systems, Inc DBA Alternative Business Automation Solutions**

10/20/17  
Date

Printed Name: Craig Wasrlchak  
Title: President / CEO

**Francotyp-Postalia, Inc:**

  
Authorized Representative of **Francotyp-Postalia, Inc**

10/19/17  
Date

Printed Name: Michael Hannon  
Title: Portfolio Mgmt

**AMENDMENT TO THE  
TERMS AND CONDITIONS OF  
THE FP RENTAL AGREEMENT**

This Amendment ("Amendment"), effective upon execution of the FP Rental Agreement, modifies the FP Rental Agreement, ("Agreement"), by and between FRANCOTYP POSTALIA INC. ("FP", "We", "Our") and Johnson County, Texas ("Customer", "You", "Your"), which otherwise remains unchanged. In the event of a conflict between any term of the Agreement and this Amendment, the terms of this Amendment shall prevail. Words and phrases not specifically defined herein shall have the same meaning as in the Agreement.

WHEREAS, FP and Customer desire to amend the Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein set forth, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement, as follows:

1. Section 7.b, *Claims or Disputes*, is hereby amended with the following:

"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 federal laws of the United States and the laws of the State of Texas, without giving effect to any choice of law or conflict of law provision, rule or principle that would otherwise require the application of the laws of any jurisdiction other than the federal laws of the United States or the State of Texas. In the event of any litigation between Customer and FP, Customer and FP hereby agree that any and all disputes, claims, actions, or controversies arising between the parties of whatever nature (including, but not limited to, any and all contractual, statutory, equitable, or tort claims) shall be brought only in either the United States District Court Northern District of Texas or in the District Court of Johnson County, Texas; and both Customer and FP hereby consent to both venue and personal jurisdiction in those courts to the exclusion of all others".

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective authorized representatives as of the effective date of this Amendment.

JOHNSON COUNTY, TEXAS

FRANCOTYP POSTALIA, INC.

By: 

By: 

Name: Roger Harmon

Name: Michael Harmon

Title: County Judge

Title: Portfolio Mgmt

Date: 11/13/17

Date: 10/6/17

## GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum (.Addendum.) to and part of that certain agreement between FP Mailing Solutions (we, our) and Johnson County, Texas (Governmental Entity, you, or your), which agreement is identified in our records with agreement numbers, dated: (.Agreement.). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

### APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

#### Johnson County, Texas

Signature:



Printed:

Roger Harmon

Title:

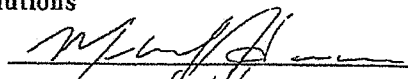
County Judge

Date:

11/13/17

#### FP Mailing Solutions

Signature:



Printed:

Michael Harmon

Title:

Parishia Myrnet

Date:

10/6/17