

Usage Schedule for Quadient Impress Cloud Services (with Product Lease)

This Usage Schedule for Quadient Impress Cloud Services (the “**Schedule**”) is by and between Quadient, Inc. (“**Quadient**”) and City of Frostburg (“**Customer**”) and identifies the Quadient Impress Cloud Services (the “**Services**”) subscribed by Customer subject to the Quadient Impress Cloud Services Specific Terms and Conditions (“**STCs**”) available at <https://quadientterms.com/impress> and the Ordering Document, indicating the Customer’s Subscription Services and associated Subscription Plan (the “**Ordering Document**”). This Schedule, the STCs and Ordering Document shall be referred to collectively as the “**Impress Agreement**” and all terms of the STCs and Ordering Document are incorporated herein by reference. In the event of a conflict between the terms of the STCs, Ordering Document and this Schedule, the terms of this Schedule control. Customer acknowledges that Customer has entered into a Product Lease Agreement with Quadient Leasing USA, Inc. (the “**Lease**”). Any defined terms in the Lease shall have the same meanings in this Impress Agreement except that “We”, “Us”, and “Our,” refers to Quadient, Inc., and any reference to “Products” shall refer to the Quadient Impress Cloud Services. Sections 16 through 25 of the Lease are hereby incorporated into this Impress Agreement, except that any reference in those sections to the “Lease” refers to this Impress Agreement.

I. Definitions

Terms defined in the STCs or Ordering Document shall have the same meaning when used in this Schedule.

II. Purpose

This Schedule sets forth the commercial terms and pricing governing Customer’s usage in conjunction with Customer’s Subscription Services as further detailed in the Ordering Document and STCs.

III. Invoicing and Payment

Customer agrees to an **Annual Committed Usage** amount of \$12,000 (the “Annual Commitment”). At the end of each contract year, Quadient will reconcile total usage against the Annual Committed Usage. If actual usage is **less than the committed amount**, Quadient will invoice Customer for the difference. If actual usage **exceeds the committed amount**, Customer will pay for the excess at the applicable rates. The Annual Commitment is **non-cancellable and non-refundable**.

Usage Fees and any postage costs shall be invoiced monthly in arrears and shall be based upon **actual usage** at the rates set forth below.

Notwithstanding the foregoing, Customer acknowledges and agrees that the Usage Fees set forth herein are dependent on the cost of PSP material costs and/or USPS rates and that such Usage Fees may be adjusted by Quadient at any time during the term to reflect the same. Current Usage Fees are available at: <https://www.quadient.com/impressusages>

IV. Usage Fees/Overages

If the volume committed to the subscription plan referenced in the Ordering Document changes by more than plus or minus 20%, Customer has the option to renegotiate their subscription on an annual basis during the contract period by signing a new Ordering Document.

Usage Type			Invoice Unit*	Pricing
Distribute Usage	IMPFIRSTP1	First Page (US Letter, 10)	Per Envelope	\$0.22
	IMPADDP1	Additional Page (US Letter)	Per Page	\$0.10
	IMPCOL1	Color print (upcharge) **	Per Page	\$0.10
	IMP6X91	6X9 (upcharge)**	Per Envelope	\$0.05
	IMPC41	Flat (9X12) **	Per Envelope	\$0.45
	IMPBOX1	Box SM (upcharge)**	Per Box	\$12.00
	IMPLBOX1	Box LG (upcharge)**	Per Box	\$15.00
	IMPBRE1	Business Return Envelope	Per Envelope	\$0.09
	IMPUSRET1	Retail Rate Handling Fee	Per Envelope	\$0.15





	IMPFLPR1	Presort for Flat (9x12)	Per Communication Piece	\$0.75
	IMPECERT1	e-Certified w/Return Receipt (upcharge)**	Per Envelope	\$1.40
	IMPARCH1	Archive	Per Communication Piece/Year	\$0.06
	IMPSMS1	SMS/Text	Per SMS/Text	\$0.05
	IMPFAX1	Fax Zone 1- USA, UK & Ireland	per page (<60 sec of transmission)	\$0.13
	IMPFAX2	Fax Zone 2 - BENELUX, France & Germany	per page (<60 sec of transmission)	\$0.17
	IMPFAX3	Fax Zone 3 - Other Destinations	per page (<60 sec of transmission)	\$1.10
	IMPEMT1	eMail Transactional	Per eMail	\$0.05
	IMPEMN1	eMail Notification	Per eMail	\$0.02
Automate Usage	IMPAUT1	Overage Usage Fee for Basic / Basic Plus / Prepaid 1, 2, 10 & Custom Entry	Per Page	\$0.05
	IMPAUT2	Overage Usage Fee for Office / Prepaid 3 & 4	Per Page	\$0.04
	IMPAUT3	Overage Usage Fee for Business / Prepaid 5 & Custom Medium	Per Page	\$0.03
	IMPAUT4	Overage Usage Fee for Professional & Plus / Prepaid 6	Per Page	\$0.02
	IMPAUT5	Overage Usage Fee for Enterprise / Prepaid 7, 8, 16 & Custom Large	Per Page	\$0.01
	IMPAUT6	Overage Usage Fee for Enterprise Plus & Ultimate / Prepaid 9, 12, 13, 15 & Custom Ultimate	Per Page	\$0.01
Portal Usage	IMPSPORT1	Portal	Per Communication Piece	\$0.15

*The Invoice Unit does not include the cost of postage which shall be in addition to base fee (First Page) noted in the table above.

**Charges are in addition to the base fee (First Page) set forth in the table above.

*** All envelope sizes carry an additional upcharge (Retail Rate Handling Fee) if retail is selected.

As set forth herein, the Invoicing Units set forth in the table shall be defined as follows:

- "Page" shall mean a single side 8.5X11 piece of paper
- "Communication Piece" shall mean an envelope

Quadient may introduce access to new technologies, functionality, or services (collectively, "Features") that Customer may use for an additional Fee. Customer is responsible for paying any associated Fees for any Features used by Customer during the Term.

Customer may monitor its usage on the Quadient Impress Platform. Customer shall use the Services (including Features) at Customer's sole risk, and Customer shall bear any and all responsibilities for its actions and use, including payment of any applicable Fees, carried out under and that results from the Customer's use of the Services. Customer shall be responsible for payment of: (i) Customer's actual Usage, measured and calculated basis the table available on the Quadient website, and (ii) actual postage costs.

The Parties agree that any dispute between the Parties as to the Usage shall be finally determined utilizing the information provided by the Quadient Impress Platform.

V. License Grant and Restrictions

- Additional volume or other restrictions as set forth in Section IV Usage Fees, above. This Usage Schedule is restricted to the United States of America ("Territory").
- In exchange for the timely payment of applicable fees, Quadient hereby grants to Customer a nonexclusive, nontransferable right to access and use the Services, including related documentation, described on the Ordering Document solely for Customer's own use via the Services. Customer warrants and represents that Customer will not sell, transfer, disclose or otherwise make available the Services or access credentials to third parties; provided, however, that the Services may be accessed and used by Customer's authorized employees or independent contractors using the Services ("Users"). No title or ownership of the Services or any portion thereof is transferred to Customer.



Customer shall ensure that the Users use the Services in accordance with the Impress Agreement and be responsible for all User acts and breaches. The Customer must maintain suitable internet access, secure its accounts and systems, and promptly terminate access and notify Quadient of any violations. The Customer shall provide necessary information and access for Quadient to deliver the Services, comply with all applicable laws, and ensure its use is legally permitted. The Customer must regularly back up its data. The Customer and Users must not use the Service for unlawful, harmful, or offensive purposes, nor attempt to copy (except for permitted back-ups), modify, create derivative works from, reverse engineer, compete with, commercially exploit, or provide third-party access to the Services, or related documentation, or introduce viruses. Quadient may suspend or disable access if these obligations are breached.

The Parties have executed this Usage Schedule to be effective as per the Schedule Effective Date.

Customer: _____

Name: _____

Title: _____

Signature: _____

Date: _____

QUADIENT: Quadient, Inc.

Name: _____

Title: _____

Signature: _____

Date: _____