

AMENDMENT TO SERVICE CONTRACT

AND NOW, this October 1, 2020, this Amendment to Service Contract is hereby entered into between Lindy Communities (herein referred to as "Managing Agent") and PrintWithMe (herein referred to as "Contractor") as follows:

WHEREAS, the parties previously entered into a Service Contract on or about August 28, 2019 ("Contract");

WHEREAS, the termination date on the first page of the Contract states that the Contract will terminate on September 1, 2020; and

WHEREAS, the parties desire to extend the Contract and change the termination date to September 1, 2021.

NOW THEREFORE, in consideration of the mutual premises and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth above and the Contract referred to therein are hereby incorporated herein by reference as if set forth in full in the body of this Amendment.
2. The termination date of the parties' Contract is changed to September 1, 2021 and will automatically renew each year on the termination date for a twelve (12) month period unless terminated by either party giving thirty (30) days' notice at any time.
3. Except as expressly amended hereby, all other terms and conditions of the Contract shall remain in full force and effect.
4. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Amendment the day and year first above written.

PROPERTY NAME: Towers at Wyncote

MANAGING AGENT:

LINDY COMMUNITIES

Brian Kroker

By:

Date: Brian Kroker

Title: 10 / 02 / 2020

Brian Kroker

CONTRACTOR:

PrintWithMe

Joe Summers

By:

Date: Joe Summers

Title: 10 / 02 / 2020

Chief Revenue Officer

TITLE	Lindy PrintWithMe addendum
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Sent for signature to Joe Summers (joe@printwithme.com) and Brian Kroker (bkroker@comehometolindy.com) from joe@printwithme.com
IP: 73.230.111.177



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Viewed by Joe Summers (joe@printwithme.com)
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Signed by Joe Summers (joe@printwithme.com)
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Viewed by Brian Kroker (bkroker@comehometolindy.com)
IP: 35.160.177.199



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Signed by Brian Kroker (bkroker@comehometolindy.com)
IP: 23.24.43.241



COMPLETED

10 / 02 / 2020
12:24:55 UTC-5

The document has been completed.



PrintWithMe Proposal & Agreement for Towers at Wyncote Apartments.

Executive Summary: Lindy Communities is interested in bringing PrintWithMe's world-class print, scan, copy, and fax amenity to its residents. The PrintWithMe amenity is utilized by over 82% of units nationally and boasts 99.7% uptime, a world-class service level. PrintWithMe is the trusted name in multi-family resident printing.

PrintWithMe's service comes with several key differentiators:

- ✓ PrintWithMe **print experience** is best-in-class (print from phone, laptop; from unit)
- ✓ PrintWithMe **Scan/Copy/Fax & Color** features are valuable to residents
- ✓ PrintWithMe **instructional kit** includes an email-blast template and move-in sheet
- ✓ PrintWithMe **user support** (phone and email) helps users 7 days per week
- ✓ PrintWithMe **automatic ordering** orders toner and paper in a timely manner
- ✓ PrintWithMe **page allowance technology** prevents printing abuse and costly overuse
- ✓ PrintWithMe **service and maintenance** ensures timely handling of issues that may arise
- ✓ PrintWithMe **co-branding option** allows buildings to co-brand this awesome amenity





PRINTER AMENITY AGREEMENT

Location

Name Towers at Wyncote Apartments
 Address 8440 Limekiln Pike
 City Wyncote
 State PA
 Zip 19095

Property Entity (i.e. "Client")

Legal Name Lindy Communities
 Manager Lauren Snyder
 Email lsnyder@comehometolindy.com
 Phone 215-886-8030 x 14

Package Type

☒ Pay Per Use
☐ Print Allowance
☐ Uncapped Printing

Item	Description	#	Rate List	Price
Monthly Program Fee MFC-L9570CDW	<input checked="" type="checkbox"/> Pay-Per-Use Package (\$129/mo) <input type="checkbox"/> Print Allowance Package (\$199/mo) <input type="checkbox"/> Uncapped Printing Pkg (\$279/mo)		<u>\$129</u> per month	\$129/ mo
Print & Copy Rates	PrintWithMe provides all toner required as part of this package.		Resident pays \$.19 per B&W print and \$.59 per Color print Resident adds value in increments of \$3.00	
Scanning Rates	Included free scanning for all residents		Free for all packages	
Faxing Rates (no landline needed)	<input checked="" type="checkbox"/> Paid by the resident <input type="checkbox"/> Unlimited faxing upgrade (+\$19/mo)		<input checked="" type="checkbox"/> Paid by the resident \$1.49 first page, then \$.49 ea. add'l.	\$___ /mo
Extended Tray Option	Triple paper tray capacity to 750 sheets	-	\$ 15 per month (Optional)	\$___ /mo
Co-Branded Signage	Custom co-branded design of signage & marketing materials	-	\$ 149 one-time design/print fee (Optional)	\$___
Paper Supply	<input type="checkbox"/> Hammermill 20 lb 92 brightness paper	-	INCLUDED	

Installation Date
Internet

☒ Wifi ☐ Wired Ethernet ☐ Other _____

Mounting

☒ Table on-site already ☐ PWM provides table

Set-Up Fee

\$99 one-time set-up fee includes shipping, materials, and training

Term

1-Year agreement

Monthly Subtotal

\$129

Initial Fees

\$99

DS
Bk

Initials 8/28/2019 Date

Terms You/Your – the legal entity

listed as “Client” on page one of this Agreement, its licensees and licensors, employees, contractors, agents, officers and directors.

- A. We/Us – PrintWithMe, Inc., its licensees and licensors, employees, contractors, agents, officers and directors.
- B. Agreement – this General Service Contract.
- C. Equipment – any device or device accessory, i.e. toner, supplied to you by PrintWithMe.
- D. Constituents – potential users of PrintWithMe’s equipment.
- E. Party - you or PrintWithMe.
- F. Parties – both you and PrintWithMe.

1. **Agreement Term** – This Agreement shall last for the period of time defined above, beginning at the Installation Date.
2. **Non-cancellable Agreement** - THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY THE CLIENT PRIOR TO THE END OF AGREEMENT TERM, EXCEPT IN THE EVENT OF PERMISSIBLE CAUSE FOR TERMINATION AS DESCRIBED IN SECTION 6. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF EQUIPMENT OR PRINTWITHME. Any pursued claim by you against PrintWithMe, Inc. for alleged breach of our obligations hereunder shall be asserted solely in a separate action; **provided, however, that your obligations under this Agreement shall continue unabated.**
3. **Equipment Use** - Upon the termination of this agreement, you have two options: (a) enter into a new agreement on mutually agreeable terms, or (b) de-install and return the Equipment, at your expense, fully insured, to PrintWithMe’s headquarters. If you do not communicate to us within 15 days of the end of the agreement, you shall be deemed to have entered into a new agreement with terms and conditions identical to this Agreement. If you communicate option B, but do not return the equipment within 15 days of notification, you will be subject to the same monthly fee until we receive the equipment.
4. **Equipment and Software** – to the extent that the equipment requires intangible associated services such as software licenses, such intangible property shall be referred to as “Software.” You acknowledge and agree that you will comply, throughout the Agreement Term, with any license and/or other agreement (“Software License”) with the supplier of the Software (“Software Supplier”).
5. **Equipment Return (if not purchasing outright)** - If the Equipment is to be returned to PrintWithMe, it shall be in the same condition as when delivered to you, normal wear and tear excepted and, you will be liable for all expenses PrintWithMe incurs to return the Equipment to such “normal wear and tear” condition. IF RETURNING VIA A SHIPPING CARRIER YOU MUST PURCHASE FULL INSURANCE TO COVER THE VALUE OF THE EQUIPMENT (ASK US FOR VALUE) AND PURCHASE PROFESSIONAL PACKAGING TO ENSURE EQUIPMENT IS PROTECTED. YOU ARE RESPONSIBLE FOR THE FULL VALUE OF THE EQUIPMENT IF WE RECEIVE IT IN POOR CONDITION OR FAIL TO RECEIVE IT AT ALL. In the event the Equipment is damaged or stolen due to Client or resident negligence, Client will pay a reduced fee of \$790 to PrintWithMe to replace the Equipment.
6. **Early Termination Conditions** - In some cases, Early Termination of services may be permissible:
 - a. **For cause** - Either party shall have “cause” to terminate this Agreement, without penalty, in the event that their counterparty materially breaches a provision in this Agreement. The terminating party must provide the counterparty 30 days’ written notice of the material breach that is cause for such termination and the counterparty shall have the opportunity to cure said breach or breaches, if curable, within 10 days.
 - b. **For change of ownership** - If ownership of the Property entity significantly changes during the Agreement Term, the selling owner or its manager may terminate this agreement with 30 days’ notice. The Client is still responsible for paying the monthly service fees through the date of termination (pro-rated if mid-cycle). A \$1,000 early cancellation fee will apply to Client should the Agreement be cancelled within the six months of the installation date.
 - c. **30 Day Notice For Any Cause** – If Client has an alternate need to cancel the agreement, they may do so with 30 days’ notice. In this case, the Client will pay their fees through the remainder of the 30 days, pro-rated if on a partial bill cycle. A \$1,000 early cancellation fee will apply to Client should the Agreement be cancelled within the six months of the installation date.
7. **Billing Terms** PrintWithMe shall send invoices at the beginning of each billing period to you at the address listed on Page One of this Contract. You shall pay the invoices by the Due Date listed, which will reflect Net 30 terms. We may pro-rate your first billing period if it falls outside of a normal calendar month. A late fee of 5% shall be assessed for each 30-day period past due. Any invoices outstanding for 60 days may be sent to a third-party collection agency. Billing shall begin on the day the equipment is delivered to your location. Our prices are subject to annual increases to match inflation rising costs of doing business, unless a longer agreement term is negotiated upfront. We will notify you with at least 30 days’ notice before a price increase.
8. **Consumable Supply** - PrintWithMe will manage and ship consumable supplies to you proactively to avoid downtime. You are responsible for acting as the custodian of these backup supplies and preventing theft, misplacement, damage, or loss of these supplies. You incur the risk of replacing any lost supplies.
9. **User Allowance “White-list”** - If you enter into a sponsored plan agreement with us, you must provide a “white-list” of your Users’ email addresses that qualify for the sponsored monthly pages quota, within 7 days after installation. You are responsible for updating your user email whitelist via the online portal that we provide you or working with our support team for updates. If you do not provide a resident “white-list”, or you request that we “un-restrict” free pages so that any email address may receive a free allowance, the monthly program fee shall adjust to the then-current uncapped free printing package rate.
10. **Uncapped Printing Allowance** - If the Client chooses the Uncapped printing package, or the client gets special printing privileges for unlimited printing for certain staff or member email addresses, the client will receive 5000 impressions per month without an overage charge. If the client exceeds 5,000 pages in a given month, PrintWithMe will access a \$.025 overage charge per page to compensate for excessive toner, paper, and device usage.
11. **Servicing Tiers** - PrintWithMe provides service as part of its program in two tiers:

Tier I Issues

Definition: Minor issues that don’t require an on-site visit.

Remedy: Our Operations team will proactively reach out to client staff 7-days-per-week using contact information that you provide us at the time of installation. We require that the client assist over the phone to troubleshoot these fixes. Typical fixes that fall into this category are paper jams, network connectivity troubleshooting, and toner cartridge insertion.

Tier II Issues

Definition: Major issues, typically mechanical in nature, that require in-person servicing or a device swap.

Remedy: PrintWithMe will, at its discretion, send a technician on-site to fix the issue or send a swap printer via a shipping carrier, at PrintWithMe’s cost, to replace the printer. PrintWithMe will provide up to three (3) technician visits for environment-related causes (network issue, power issue, user tamper/error, etc). If PrintWithMe has to service the Equipment more than three (3) times over the course of Agreement Term, PrintWithMe will ship new Equipment to Client and pay for shipping.

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Bk

8/28/2019

Initials _____ Date _____

12. **Service Level Guarantee** – If applicable, PrintWithMe and affiliated technicians will provide a service level of 2 business day(s) (excluding holidays) with 90% on-time fulfillment. The client provides PrintWithMe technicians access to premises to service the device. If PrintWithMe does not meet the service level in question, PrintWithMe will pro-rated refund for the days in the billing period that the device was out of service.
13. **Co-Marketing and User Awareness** – In order to promote ease of use of the printer amenity, PrintWithMe will provide you with instructional signage, email newsletter content, and other collateral that encourages smooth adoption by your user base. To the extent that some printing is pay-per-use by users, PrintWithMe may periodically offer for the benefit of residents, from time to time, at its sole discretion, promotional discounts toward printing with the PrintWithMe system as well as promotional discounts to other services PrintWithMe deems relevant to the resident. PrintWithMe reserves the right to highlight its paper, toner, and connectivity suppliers by name in its print experience.
14. **Governing Law** - This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, United States, exclusive of conflict or choice of law rules.
15. **Jury Trial Waiver** - The parties hereby waive any right to trial by jury in any action related to or arising out of this Agreement.
16. **Arbitration** - Any controversy or claim arising out of this Agreement may be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
17. **Original and Sole Controlling Document** – This Agreement constitutes the entire agreement between you and PrintWithMe as to the subjects herein. Representations or statements not included herein are not part of the Agreement and are not binding on the parties to it. **This agreement may not be amended or supplemented except in a written agreement duly signed by the authorized representatives of the parties. No provisions of this Agreement may be waived except in a writing signed by PrintWithMe.**
18. **Mutual Indemnification** – Parties hereby agree to defend, indemnify and hold harmless each other and their respective licensee and licensors, employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt, and expenses, including attorney fees, that arise out of performance of this Contract.
19. **Limitation of Liability**. FOR THE PURPOSES OF THIS AGREEMENT, EXCEPT WITH RESPECT TO INDEMNIFICATION CLAIMS NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

Please initial Pages One and Two and proceed to executing the agreement below.

I HAVE CAREFULLY READ AND UNDERSTAND THE ABOVE AGREEMENT TERMS AND WILLINGLY ENTER THIS SERVICE CONTRACT. I AM DULY AUTHORIZED TO ENTER INTO SUCH AGREEMENTS BY THE LEGAL ENTITY LISTED AS "Client" ON PAGE ONE.

Client

PrintWithMe

Brian Kroker

Kim Sebastian

Authorized Name

PrintWithMe Name

Chief Operating Officer

Regional Sales Director

Title

Title

DocuSigned by:

Brian Kroker

610F136104DA403...

Signature

8/28/2019

Date

DocuSigned by:

Kim Sebastian

9C8DC9AB96104E2...

Signature

8/28/2019

Date

How does Billing work at PrintWithMe (for the Client and the End-User)?

PrintWithMe provides its full-stack solution to its clients -- multi-family and/or co-working space managers -- for **one transparent and flat monthly fee**. This solution includes access to: our print software, user support, servicing, supply management, reporting, user print limit features, toner allowance, reporting, and usage of the device itself (some devices may be purchased outright for a lower monthly fee).

In order to keep our monthly fees *low*, and our contract terms attractive at a simple 1 year minimum, we monetize end-user printing above any sponsored limits that are set up for the location (i.e. 20 free black & white prints per month) or for premium services such as color printing or faxing. The Client never pays for toner impressions that are paid for by the end-user, keeping the Client's overall monthly cost of operation low and predictable.

For example, if a user exceeds their monthly allotment of 20 B&W impressions sometime in the middle of the month, PrintWithMe will charge the end-user for additional pages above that 20-page allowance. The client, however, will not have any user-paid pages count against their *overall* toner allotment (typically 2,000 impressions per month). The PrintWithMe system is not able to integrate another client's payment processor into its print workflows.

PrintWithMe does offer volume discounts for its monthly fee, as well as revenue-share opportunities, to multi-family housing and co-working space operators who control purchasing decisions for over 5,000 MFH units or 20 co-working spaces, and who expand PrintWithMe to a size of portfolio adoption that meets or exceeds those levels. Inquire within to learn more about those discounts.

PrintWithMe Typical Device Specifications

Brother MFC-L9570CDW

Color Laser Device High-Duty Device

Scan to Email, Copy, e-Fax (VOIP/wireless)

Unit Dimensions 19.5"W x 20.7"D x 21.6"T

33 pages per minute (B&W / Color)

Standard Tray Capacity: 250 sheets

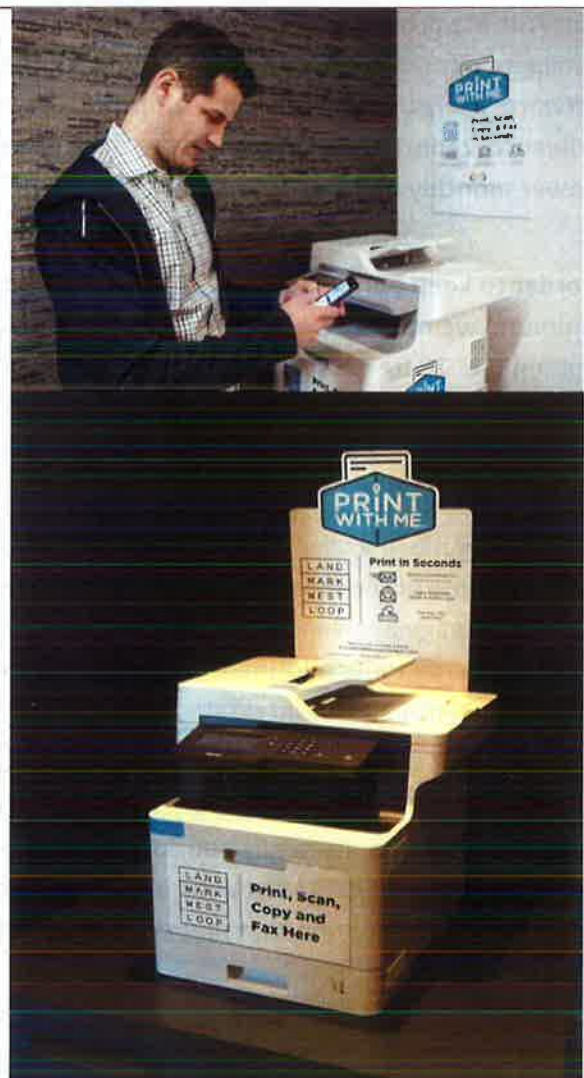
Add-On Tray Available: 750 sheets (total)

- \$15/mo rental or \$225 one-time purchase

We can co-brand your logo.

Standard power 120V 50/60Hz

Energy Star ® Certified



^ Example of a typical co-branded design (back-sign is optional)

9 Reasons to choose PrintWithMe over an alternative solution

- 1) **User Experience** - Our easy to use, email-to-print interface and Chrome-print plugin allows users to print from their own devices without hassle of drivers, cables, USB thumb drives, or using computer terminals each time they need to print
- 2) **Operational Support** - We proactively monitor toner and paper levels to make sure printer is always up to speed, keeping your users happy and your front-lines staff focused on their work
- 3) **User Support** - We provide a 'first-line of defense' user support to quickly resolve printing issues, 7 days per week (M-F: 7AM - 8PM CT | S&S: 9AM - 6PM CT)
- 4) **Wholesale Pricing** - We pass along our wholesale toner discounts to clients
- 5) **Prevent Overuse** - We prevent regular printer over-use and budget overages by implementing reasonable monthly free printing caps for users
- 6) **Color option for users, at no cost to the client** - Users have the option to pay for high-quality color laser pages in the convenience of your location versus walking to a nearby print shop or investing in a printer
- 7) **Stay Green** - Our solution has proven to reduce printing volumes by as much as 4x from uncapped solutions, helping the environment by reducing wasteful paper consumption
- 8) **Cyber Security** - We help users follow better cyber security practices by removing the need for users to use computer terminals to print
- 9) **OEM Reliability** - We use Brother printers which are industry standards in reliability, jam-free usage, power consumption, and image quality

Our devices are certified and reviewed for the highest energy efficiency standards.



