



PrintWithMe Agreement for Lindy Communities - YONO

Executive Summary: YONO 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 99.93% 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: YONO
Address: 1320 West Somerville Avenue
City, State: Philadelphia, PA
Zip: 19141
Phone: 215-983-8858

Property Entity (i.e. "Client")

Entity Name:
Manager: Kaitlin Benner
Email: kbenner@comehometolindy.com
Management Co: Lindy Communities
Ownership Group: Lindy Communities

Location Type

☒ Conv. ☐ Student
Units/Beds: 225

Item	Description	#	Rate List	Price
Monthly Program Fee (All-Inclusive)	<input checked="" type="checkbox"/> Pay-Per-Use Package (\$129/mo) <input type="checkbox"/> Print Allowance Package (\$199/mo) <input type="checkbox"/> Uncapped BW Package (\$299 <500 u. \$399 > 500 u.) <input type="checkbox"/> Back Office/ Staff Device Package (\$189 w/resident solution, \$219 w/out)		<u>\$129</u> per month	\$129/ mo
Print & Copy Rates	PrintWithMe provides all toner required as part of this package.		If Print Allowance Package selected: 10 free BW pages per resident per mo. Over: \$.19 BW/\$.59 Color (resident pays) Residents add value in \$4.00 increments	
Color Print Add-On	Give your residents the convenience of free color printing in your community! Save them the trip to FedEx Office.		<input type="checkbox"/> Add 5 free Color pages for \$29/mo <input type="checkbox"/> Add 10 free Color pages for \$49/mo <input type="checkbox"/> Decline, color printing is user-paid.	\$___/mo
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	___	\$ 19 per month (Optional)	\$___/mo
Co-Branded Signage	Custom co-branded design of signage & marketing materials	—	\$ 149 one-time design/print fee (Optional)	\$_____
Month-to-Month Contract Add-On	Option for Month-to-Month terms	___	<input type="checkbox"/> \$ 50 / mo (Optional)	\$___/mo
Paper Supply	Hammermill 20 lb 92 brightness paper		INCLUDED	

Targeted Installation Date **October 29, 2020**

Monthly Subtotal \$129.00

Internet ☒ Wifi ☐ Wired Ethernet ☐ Other _____

Initial Fees \$99.00

Placement Business Center

PMS **YARDI**

Set-Up Fee \$99 one-time set-up fee

Term 1 Year agreement, MTM after initial term

Sales Rep Robin DuBois

10 / 22 / 2020

Initials _____ Date

Terms You/Your – the legal entity listed as “Client” on the order form set forth on page 1 of this Agreement (the “Order Form”), together with its licensees, licensors, employees, contractors, agents, officers and directors.

- A. We/Us/Our – PrintWithMe, Inc., a Delaware corporation, and its licensees and licensors, employees, contractors, agents, officers and directors.
- B. Agreement – this Printer Amenity Agreement.
- 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 described in the Service Order (the “Initial Term”), beginning as of the Installation Date set forth on the Service Order. Upon expiration of the Initial Term, the term of this Agreement shall automatically renew for successive renewal terms of the same duration as the Initial Term (each such renewal, a “Renewal Term,” and together with the Initial Term, the “Term”), unless either Party provides written notice of non-renewal to the other Party no later than 30 days, but no earlier than 90 days, prior to the expiration of the Initial Term or the Renewal Term, as applicable.
2. **Non-cancellable Agreement** - THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY THE CLIENT PRIOR TO THE END OF THE TERM, EXCEPT TO THE EXTENT PERMITTED UNDER SECTION 7. 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 THE EQUIPMENT OR PRINTWITHME. Any pursued claim by you against PrintWithMe 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. **End of Agreement Options** - Upon the expiration or 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 Term, you shall be deemed to have entered into a new agreement with terms and conditions identical to this Agreement, subject to any price increases as described in Section 9. If you communicate to us that you have elected option (b) above, but do not return the Equipment within 15 days of such notification, you will be subject to the same monthly fee otherwise owed under this Agreement until we receive the Equipment.
4. **Equipment Use** - You agree: (a) the Equipment will only be used for lawful business in the United States; (b) the Equipment is not being acquired for resale; (c) you will not sell, assign or otherwise transfer the Equipment to any person or entity; (d) you will not cause the Equipment to be subject to any security interest, lien or encumbrance during the Term; (e) you will not attach Equipment as a fixture to real estate or make any permanent alterations thereto; (f) any damage done unto the Equipment from non-authorized use or environmental factors while the Equipment is in your custody is your responsibility and you shall reimburse Us the actual cost of our fixing or replacing the Equipment. In addition, you shall provide us with reasonable cooperation, assistance and access to the Equipment as we may reasonably request to enable us to exercise our rights and perform our obligations under this Agreement.
5. **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,” and you acknowledge and agree that you will comply, throughout the Term, with any license and/or other agreement with the supplier of the Software.
6. **Equipment Return**- Upon written request, you shall return the Equipment to PrintWithMe 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 THE EQUIPMENT IS PROTECTED. YOU ARE RESPONSIBLE FOR THE FULL VALUE OF THE EQUIPMENT IF WE RECEIVE THE EQUIPMENT IN A CONDITION MATERIALLY DIFFERENT THAN WHEN DELIVERED TO YOU, OR IF WE FAIL TO RECEIVE ANY PORTION OF THE EQUIPMENT WITHIN 60 DAYS OF OUR WRITTEN REQUEST.
7. **Termination** -
For-Cause. Either Party (the “Non-Breaching Party”) shall have the right to terminate this Agreement in the event that the other Party (the “Breaching Party”) materially breaches this Agreement (such termination, “For-Cause Termination”); provided, however, that: (a) the Non-Breaching Party must provide the Breaching Party with 30 days’ prior written notice of the material breach that is cause for such termination; (b) the Breaching Party shall have the opportunity to cure said breach or breaches within 30 days after its receipt of such written notice; and (c) the Non-Breaching Party shall pay all amounts due and owing by the Non-Breaching Party to the Breaching Party under this Agreement prior to the effective date of such For-Cause Termination.
Change of Control. You shall have the right to terminate this Agreement in the event that you consummate a Change of Control (as hereinafter defined) (such termination, a “Change of Control Termination”); provided, however, that you must provide PrintWithMe with 30 days’ prior written notice of such Change of Control. For purposes hereof, the term “Change of Control” shall mean the occurrence of any of the following events: (i) all or substantially all of the equity interests in you are sold, assigned or otherwise transferred, in one or a series of transactions; or (ii) the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of your assets.
“Month to Month” Contract Add-On. If you choose to purchase the “Month-to-Month” Contract add-on, you may terminate this Agreement, for any reason, with 30 days’ written notice.
Payment. If we consent to termination of this Agreement for any reason other than a For-Cause Termination or a valid exercise of a Month to Month Contract Add-on, or if you elect to terminate this Agreement in connection with a Change of Control Termination, you are responsible for paying all amounts due and owing to us under this Agreement prior to the effective date of such termination, which shall include the monthly service fees set forth in the Service Order (the “Service Fees”) owed through the date of such termination, plus an amount equal to the lesser of (x) the remaining balance of the Service Fees, or (y) a \$1,000 early cancellation fee.
8. **Billing Terms** - PrintWithMe shall send invoices at the beginning of each billing period to you at the address listed on the Service Order. You shall pay the invoice by the due date set forth in each such invoice, which will reflect net 30 terms. We may prorate your first billing period if it falls outside of a normal calendar month. In addition to all other remedies available to us, 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 date of installation of the Equipment at the applicable property. If you do not install the Equipment within 30 days of our delivery, billing will begin on the 31st day after such delivery. You are responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind, imposed on any amounts payable by you under this Agreement.
9. **Annual Price Increases** - Our prices are subject to annual increases to match our rising costs of operating. In the event that this Agreement is automatically renewed at the end of the Initial Term or Renewal Term, as applicable: (a) for an annual term, our fees increase 3.5% at anniversary; and (b) for a month-to-month term, our fees increase by 9% at anniversary. Multi-year agreements may reduce the annual increases in PrintWithMe’s discretion. PrintWithMe reserves the right to adjust consumer print rates by the same increase amounts by which monthly billable fees are increased, rounded up to the nearest \$.01. If you purchase Equipment from us upfront for a special discounted monthly fee, you lock in that special discounted monthly fee for a two-year term. After two-years, PrintWithMe may adjust such monthly fee to its then-current standard program fee.
10. **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 supplies and preventing theft, misplacement, damage, or loss of these supplies. You incur the risk of replacing any lost supplies.

11. **User Allowance "White-list"** - If you enter into the Print Allowance Package pursuant to the Service Order, 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 when 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, any Print Allowance Package will automatically be reduced to 10 free BW pages per resident per month.
12. **Uncapped BW Printing Allowance** - If you choose the Uncapped BW printing package, pursuant to the Service Order, or you obtain special printing privileges for unlimited printing for certain resident email addresses, your device will receive 5,000 impressions per month without an overage charge. If you exceed 5,000 pages in a calendar month, PrintWithMe will assess a \$0.25 overage charge per page to compensate for excessive toner, paper, and device usage.
13. **Back Office / Staff Device Package** - If adding a standalone Back-Office / Staff Device Package, that designated device will receive a monthly printing allowance of 2,500 BW impressions. Each impression above 2,500 in a calendar month will be billed at \$.025 per impression. Any color impressions would be billed at \$.25 per impression. These monthly allowances may be increased with add-on print packages. You are responsible for the cost of any non-toner replacement parts that wear out from usage of this standalone device, not to exceed \$100 per part. All back-office printing shall not exceed industry standard toner coverage ratio of 10%. Coverage ratios greater than 10% may result in additional proportional cost recoupment when we replace toner cartridges.
14. **Servicing Tiers** - PrintWithMe provides services as part of its program in two tiers (the "Services") for resident-facing printers. (For Back-Office printers, our support offerings are slightly different and contained in a document entitled "Back Office Support Cheat Sheet", which is available upon request).

Tier I Issues

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

Remedy: Our operations team will proactively reach out to you using contact information that you provide us at the time of installation. We require that you 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 an Equipment substitution.

Remedy: PrintWithMe will, at its discretion, send a technician on-site to fix the issue or send substitute Equipment via a shipping carrier to replace such Equipment. PrintWithMe will provide up to 3 technician visits for environment-related causes (network issue, power issue, user tamper/error, etc). Requested visits due to environmental causes beyond the third visit may result in a \$99.00 visit fee.

15. **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. You must provide PrintWithMe technicians access to premises to service the applicable Equipment. If PrintWithMe does not meet the service level in question, PrintWithMe will offer a prorated bill credit for the days in the billing period that the applicable Equipment was out of service, as reasonably determined by PrintWithMe. You are responsible for providing the Equipment with reliable high-speed data (internet) connectivity (ethernet or 2.4 GHz Wifi) and any downtime due to internet connectivity is not the fault of PrintWithMe and shall not count against Service Level metrics. If a reliable internet connection is not provided within 60 days of written notification by us, we may decide at our discretion to send a cellular hotspot device to your site and add \$15/mo to the monthly service fee to cover this cost.
16. **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 such 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.
17. **Governing Law** - This Agreement and the rights of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of Illinois, United States, exclusive of conflict or choice of law rules. For a Party outside the state of Illinois: the Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Any action or proceeding with respect to this Agreement or any matter arising out of or in connection with this Agreement shall be brought exclusively in state or federal courts located in Cook County in the State of Illinois. Each Party hereby irrevocably and unconditionally waives any objection which such Party may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to above. PrintWithMe shall recover from you, and you shall reimburse PrintWithMe for, all fees, costs and expenses (including reasonable attorneys' fees, costs and expenses) incurred by PrintWithMe in connection with PrintWithMe's enforcement of the terms and conditions of, and its rights under, this Agreement.
18. **Jury Trial Waiver** - The Parties hereby waive any right to trial by jury in any action related to or arising out of this Agreement.
19. **Entire Agreement** – 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 this Agreement and are not binding on the Parties. **This Agreement may not be amended or supplemented except in a written agreement duly signed by the Parties. No provisions of this Agreement may be waived except in writing signed by PrintWithMe.**
20. **Limitation of Liability.** FOR THE PURPOSES OF THIS AGREEMENT, EXCEPT WITH RESPECT TO INDEMNIFICATION CLAIMS PRINTWITHME WILL NOT BE LIABLE TO YOU FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN NO EVENT WILL PRINTWITHME'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, EXCEED AN AMOUNT EQUAL TO THE FEES ACTUALLY RECEIVED BY PRINTWITHME UNDER THIS AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRIOR TO THE ACTION(S) GIVING RISE TO SUCH LIABILITY. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SERVICES AND ANY EQUIPMENT PROVIDED IN CONNECTION WITH THE SERVICES ARE PROVIDED "AS IS" AND PRINTWITHME HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE.
21. **Data Privacy.** You shall not copy, recreate, or take possession of documents printed, scanned, or faxed using our Services. You acknowledge that the printed documents are the personal property of the Constituents and as such, are private. You agree to shred and dispose of documents left on the printer at the close of your business. You shall immediately inform us of any inquiries and complaints from Constituents regarding our Services. If you are unable to comply with this section or with any other applicable data privacy law, PrintWithMe may, in its sole discretion, terminate this Agreement upon notice to you.
22. **Assignment.** Neither Party shall have the right to assign, delegate or otherwise transfer its rights and/or obligations under this Agreement without the prior written consent of the other Party; provided, however, that PrintWithMe shall have the right to assign this Agreement without your consent in the event that: (a) all or substantially all of the equity interests in PrintWithMe are sold, assigned or otherwise transferred, in one or a series of transactions; or (ii) all or substantially all of PrintWithMe's assets are sold, leased, transferred, conveyed or otherwise disposed, in one or a series of related transactions.

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:

By: Brian Kroker

Name: Brian Kroker

Title: Chief Operating Officer

Date: 10 / 22 / 2020

PRINTWITHME:

PRINTWITHME, INC.

By: 

Name: Joe Summers

Title: CRO

Date: October 8, 2020

How Billing works at PrintWithMe (for the Client and the End-User)

PrintWithMe provides its full-service solution to its clients (multi-family properties) for a **predictable monthly fee** to the property. This solution includes the device itself and access to our proprietary print software, our 7-day-per-week resident support, servicing, supply management, reporting, and user print limit features (for Print Allowance packages).

PrintWithMe practices monthly forward billing. Near the beginning of each month we send a monthly bill to your property with Net 30 terms. We ask for your billing contact information upfront during our onboarding call.

We also charge residents only in certain situations, and depending on which package the client chooses. For example, most properties choose our Print Allowance package, which gives residents a specified number of free B&W pages per month. If any resident is about to print above that allowance, they will be prompted to add their credit card (or PayPal) and run a small per page charge to continue with the print. Premium services such as color printing and faxing are always charged to the resident (unless the client property purchases one of our add-ons to make those services free for residents).

PrintWithMe may require end-users to add credit to their PrintWithMe account, so that credit card transactions are grouped together in a feasible way. These credits are tied to the user's email address, may be used at over 1,000 PrintWithMe locations nationwide, and never expire.

PrintWithMe Typical Device Specifications

Brother High Volume “Workhorse” Laser Printer

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)

- \$19/mo rental or \$225 one-time purchase

One time setup fee \$249 which includes co-branding

Standard power 120V 50/60Hz

Energy Star ® Certified

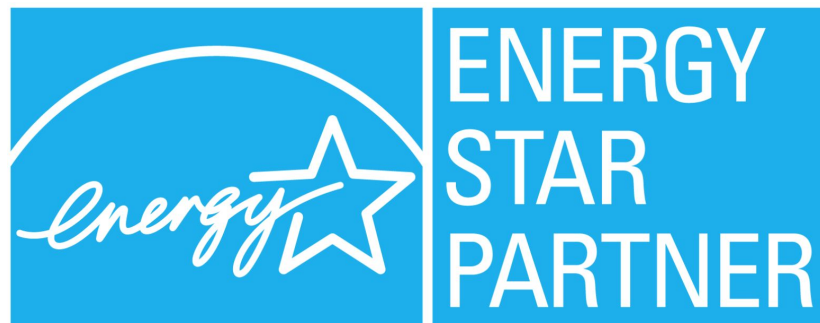


^ Example of a typical co-branded design

9 Reasons to choose PrintWithMe over an alternative solution

- 1) **User Experience** - Our easy to use, email-to-print interface allows users to print from their own devices without the 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 your printer is always up to speed, keeping your users happy and your front-line staff focused on their work
- 3) **User Support** - We provide a first-line of user support to quickly resolve printing issues, 7 days per week (M-F: 7AM - 8PM CT | Saturday & Sunday: 9AM - 6PM CT)
- 4) **Toner and paper** autoshipped and included in package pricing
- 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 and are CCPA compliant
- 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.



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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

10 / 22 / 2020

14:22:20 UTC-6

Sent for signature to Brian Kroker
(bkroker@comehometolindy.com) from
mfhsalesteam@printwithme.com
IP: 24.20.99.143



VIEWED

10 / 22 / 2020

14:29:42 UTC-6

Viewed by Brian Kroker (bkroker@comehometolindy.com)
IP: 35.165.158.67



SIGNED

10 / 22 / 2020

14:32:39 UTC-6

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



COMPLETED

10 / 22 / 2020

14:32:39 UTC-6

The document has been completed.