

GSA Product Catalog

General Services Administration

Authorized Federal Supply Schedule Price List
Office, Imaging and Document Solutions
MAS SCHEDULE
SIN: 561499M, 532420LT, 811212SA, OLM
Contract No. GSA MAS 47QSMA21D08R3
Effective August 19, 2021 through August 18, 2026

PITNEY BOWES INC.

World Headquarters
3001 Summer Street
Stamford, CT 06926-0700

Washington DC Office
South Building, Suite 900
601 Pennsylvania Ave NW
Washington DC 20004

[EMAIL: GSA.Contract@pb.com](mailto:GSA.Contract@pb.com)

SENIOR ENTERPRISE MANAGER

John H. Jones
john.jones@pb.com
540-522-4982

BUSINESS MANAGER

Jason B. Fowler
jason.fowler@pb.com
973-975-7870

Office Equipment Purchase, Rental, Leasing, and Maintenance

For mailing, sealing, weighing, shipping, addressing, mail opening

Pitney Bowes Inc, an American Company

Updated: 7/8/2024

METER, METER SERVICE AND SUBSCRIPTIONS

LEASE SIN	PURCHASE SIN	ITEM	OMRS ITEM	DESCRIPTION	Commercial Meter Service Rates Quarterly	GSA QUARTERLY RATE	GSA OMRS QUARTERLY RATE
LEASED / RENTED							
532420LT	561499M	K7M0	N/A	Mail Station Meter - NO NEW PLACEMENTS	\$ 78.00	\$ 51.00	N/A
532420LT	561499M	PR00	PR05	DM125/DM225 Meter - NO NEW PLACEMENTS	\$ 144.00	\$ 90.00	\$ 90.00
532420LT	561499M	G900	G905	DM300/DM400 Meter - NO NEW PLACEMENTS	\$ 159.00	\$ 128.79	\$ 128.79
532420LT	561499M	G900	G905	DM475 Meter - NO NEW PLACEMENTS	\$ 192.00	\$ 155.52	\$ 155.52
532420LT	561499M	7H00-ML	7H05-ML	METER FOR SENDPRO C200/C425	\$ 69.00	\$ 55.89	\$ 55.89
532420LT	561499M	4W00-ML	4W05-ML	Connect+ 500 Series Meter / SEND PRO P SERIES 1500 - NO NEW PLACEMENTS	\$ 156.00	\$ 126.36	\$ 126.36
532420LT	561499M	4W00-MM	4W05-MM	Connect+ 1000 Series Meter / SEND PRO P SERIES 1000/2000 - NO NEW PLACEMENTS	\$ 156.00	\$ 126.36	\$ 126.36
532420LT	561499M	4W00-MH	4W05-MH	Connect+ 3000 Series Meter / SEND PRO P SERIES 3000 - NO NEW PLACEMENTS	\$ 228.00	\$ 184.68	\$ 184.68
532420LT	561499M	7W00-ML		Meter Subscription for Mail Center 1000		\$ 127.32	\$ 127.32
532420LT	561499M	7W00-MM		Meter Subscription for Mail Center 2000		\$ 127.32	\$ 127.32
532420LT	561499M	7W00-MH		Meter Subscription for Mail Center 3000		\$ 186.09	\$ 186.09

LEASE SIN	PURCHASE SIN	ITEM	Commercial Monthly Rate	GSA Monthly Rate
InView Subscriptions				
532420LT	561499M	NVMA	\$ 4.00	\$ 3.24
532420LT	561499M	NVMB	\$ 7.00	\$ 5.67
532420LT	561499M	NVMC	\$ 15.00	\$ 12.15
532420LT	561499M	NVMD	\$ 50.00	\$ 40.50
532420LT	561499M	NVME	\$ 100.00	\$ 81.00
532420LT	561499M	NVMF	\$ 150.00	\$ 121.50
532420LT	561499M	NVMG	\$ 250.00	\$ 202.50

Confirmation Services and ERR				
532420LT	561499M	G9SS	USPS TRACKING SERVICES ACTIVATION - MID VOLUME	\$ 7.00 \$ 5.67
532420LT	561499M	M9SS	USPS TRACKING SERVICES ACTIVATION - HIGH VOLUME	\$ 17.00 \$ 13.77
532420LT	561499M	ERR3	electronic return receipt for DM300, DM400 & DM475	\$ - \$ -
532420LT	561499M	ERR1	electronic return receipt for CONNECT+ & SEND PRO P SERIES 1000/, 2000 & 3000	\$ - \$ -
532420LT	561499M	ZHD7	ELECTRONIC TRACKING AND SIGNATURE SERVICES	\$ - \$ -
532420LT	561499M	ZHD8	ELECTRONIC RETURN RECEIPT	\$ - \$ -

Accounting for SendPro C Series				
Cost Accounting				
532420LT	561499M	CAAB	COST ACCOUNTING SILVER PLAN	\$ - \$ -
532420LT	561499M	CAAD	COST ACCOUNTING PLATINUM PLAN	\$ 60.00 \$ 34.46

Connections				
532420LT	561499M	MSGS	SPRINT 4G SUBSCRIPTION (Mailing Solutions)	\$ 45.00 \$ 36.45
532420LT	561499M	CDSF1	CELLULAR CONNECTION FOR SENDPRO MAILSTATION	\$ - \$ -
532420LT	561499M	CDSF4	Cellular Subscription Fee SendPro P	\$ - \$ 36.73

SendPro OnLine Sending Application				
532420LT	561499M	PTJ1	SendPro OnLine - Postal Access	\$ - \$ -
532420LT	561499M	PTJ3	SendPro OnLine - Multi-Carrier Access without Hardware or Meter	\$ 15.00 \$ 12.24
532420LT	561499M	PTJ4	SendPro OnLine - Multi-Carrier Access with Hardware or Meter	\$ 15.00 \$ 12.24
532420LT	561499M	PTJ7	SendPro OnLine - Mailing	\$ - \$ -
532420LT	561499M	PTJF	SendPro OnLine - Basic 50 Users	\$ 10.00 \$ 8.16
532420LT	561499M	PTJG	SendPro OnLine - Individual	\$ 15.00 \$ 12.24
532420LT	561499M	PTJH	SendPro OnLine - Office	\$ 25.00 \$ 20.40
532420LT	561499M	PTJI	SendPro OnLine - Unlimited	\$ 180.00 \$ 146.90
532420LT	561499M	PTJP	SendPro OnLine - Up to 50 Users without Hardware or Meter	\$ 10.00 \$ 8.16
532420LT	561499M	PTJQ	SendPro OnLine - Unlimited Users without Hardware or Meter	\$ 155.00 \$ 126.50

SendPro 360 Subscriptions				
Module				
532420LT	561499M	SP360SENDSF	SP360 - PitneyShip Pro Subscription	\$ 81.61
532420LT	561499M	SP360TRACSF	SP360 - PitneyTrack Subscription	\$ 81.61
532420LT	561499M	SP360ACCTSF	SP360 - Analytics Subscription	\$ 81.61
532420LT	561499M	SP360LOCKSF	SP360 - Locker Management Subscription	\$ 39.99
532420LT	561499M	SP360EQTF	SP360 - Equipment Connection Subscription	\$ 81.61
Printing				
532420LT	561499M	SEND	Sending Basic - Stamps & Labels	\$ 20.40
532420LT	561499M	SENDERR	Sending ERR - Stamps, Labels & ERR	\$ 16.32
532420LT	561499M	SENDADV	Sending Advanced (Incl ERR) - Required with FEDMOD	\$ 29.38
Location				
532420LT	561499M	SP360ML10	SP360 - PitneyShip Pro 10 Locations	\$ 244.84
532420LT	561499M	SP360ML25	SP360 - PitneyShip Pro 25 Locations	\$ 408.06
532420LT	561499M	SP360ML50	SP360 - PitneyShip Pro 50 Locations	\$ 489.67
532420LT	561499M	SP360ML100	SP360 - PitneyShip Pro 100 Locations	\$ 816.12
532420LT	561499M	SP360ML300	SP360 - PitneyShip Pro 300 Locations	\$ 1,632.24
Controls and Options				
532420LT	561499M	FEDMOD	SendPro 360 FedRAMP	\$ 9,244.44
532420LT	561499M	SENDHHS	DeviceHub Software	\$ 16.32

LEASE SIN	PURCHASE SIN	MAINTENANCE SIN	CATEGORY	ITEM	DESCRIPTION	EQUIPMENT			SERVICE LEVEL AGREEMENTS 1 YEAR WARRANTY INCLUDED		SOFTWARE MAINTENANCE AGREEMENT	
						COMMERCIAL LIST PRICE	GSA PRICE	GSA DISCOUNT OFF COMMERCIAL PRICE	GSA Annual SLA	GSA Monthly SLA	GSA Annual SMA	GSA Monthly SMA
532420LT	561499M		SENDSUITE LIVE	SMS1	SSL SPS MID ASSIST SERVICE	\$ 585.00	\$ 437.73	25.74%	#N/A	#N/A	#N/A	#N/A
532420LT	561499M		SENDSUITE TRACKING	VPPG	SST INSTALL SMART CLIENT ON CUSTOMER PC	\$ 562.00	\$ 348.76	38.41%	#N/A	#N/A	#N/A	#N/A
532420LT	561499M		SENDSUITE ONLINE	T6RG	SSTO ONSITE HW INST. TRNG<FULL DAY. 4PPL	\$ 3,063.00	\$ 2,152.25	30.26%	#N/A	#N/A	#N/A	#N/A
532420LT	561499M		SENDSUITE ONLINE	T6RF	SSTO REMOTE TRAINING<FULL DAY. 4 PEOPLE	\$ 1,603.00	\$ 1,117.29	30.82%	#N/A	#N/A	#N/A	#N/A
532420LT	561499M		SENDSUITE ONLINE	T6RE	SSTO REMOTE TRAINING<HALF DAY. 4 PEOPLE	\$ 974.00	\$ 499.29	49.12%	#N/A	#N/A	#N/A	#N/A
532420LT	561499M		PITNEYSHIP PRO	PSM12	STAMP POSTAGE ROLL STARTER	\$ 39.99	\$ 32.64	19.00%	#N/A	#N/A	#N/A	#N/A
532420LT	561499M		PITNEYSHIP PRO	PSM11	STAMP POSTAGE SHEET STARTER	\$ 4.99	\$ 4.07	19.00%	#N/A	#N/A	#N/A	#N/A
532420LT	561499M		SENDPRO ENTERPRISE	SPE-SL-SPM01	STAMPS - 5 SHEETS W/125 STAMPS TOTAL	\$ 5.15	\$ 4.03	22.42%	#N/A	#N/A	#N/A	#N/A
532420LT	561499M		ADDRESSING OPTION	WP23	STANDARD STAPLES FOR FINISHER	\$ 95.00	\$ 77.53	19.00%	#N/A	#N/A	#N/A	#N/A
532420LT	561499M		ADDRESSING OPTION	WP22	STANDARD STAPLES LEFT EXIT STAPLER	\$ 95.00	\$ 77.53	19.00%	#N/A	#N/A	#N/A	#N/A
532420LT	561499M		PITNEYSHIP PRO	PSP-TPWE	TETHERED WEDGE SCANNER	\$ 572.00	\$ 410.10	28.34%	\$ 13.19	\$ 1.23	#N/A	#N/A
532420LT	561499M		ARRIVAL	T5AG	TRACKING ASSISTANT CONFIGURATION - 2 HRS	\$ 407.00	\$ 332.16	19.00%	#N/A	#N/A	#N/A	#N/A
532420LT	561499M		SOFTWARE, LICENSE AND SUBS	SLDX	UPS TRADE DIRECT<CROSS BORDER CONS. (10)	\$ 57,240.00	\$ 42,098.54	27.00%	#N/A	#N/A	\$ 6,982.20	\$ 648.65
532420LT	561499M		SOFTWARE, LICENSE AND SUBS	SLDT	UPS TRADE DIRECT<CROSS BORDER CONS. (25)	\$ 85,860.00	\$ 63,147.81	27.00%	#N/A	#N/A	\$ 10,473.30	\$ 972.98
532420LT	561499M		SOFTWARE, LICENSE AND SUBS	SLDV	UPS TRADE DIRECT<CROSS BORDER CONS. (6)	\$ 34,344.00	\$ 25,259.12	27.00%	#N/A	#N/A	\$ 4,189.32	\$ 389.19
532420LT	561499M		SOFTWARE, LICENSE AND SUBS	SLEP	USPS BPOD SPLITTER TOOL	\$ 3,750.00	\$ 2,530.48	22.44%	#N/A	#N/A	#N/A	#N/A
532420LT	561499M		MAIL FINISHING - MID VOLUME	F9DA	USPS SPECIAL SERVICES TRAINING	\$ 90.00	\$ 62.39	42.22%	#N/A	#N/A	#N/A	#N/A
532420LT	561499M		ADDRESSING OPTION	AR200	WH52 - ADDRESSRIGHT 200 < 600K CYCLES/MO	\$ 16,600.00	\$ 10,871.54	35.00%	\$ 1,349.89	\$ 125.41	#N/A	#N/A
532420LT	561499M		ADDRESSING OPTION	WP2P	WIDE STACKING TRAY	\$ 1,125.00	\$ 921.04	19.03%	#N/A	#N/A	#N/A	#N/A
532420LT	561499M		SOFTWARE, LICENSE AND SUBS	W5G2	WINDOWS 10 PC	\$ 2,968.00	\$ 2,317.40	22.45%	\$ 92.32	\$ 8.58	#N/A	#N/A
532420LT	561499M		SOFTWARE, LICENSE AND SUBS	T5WC	WIRELESS CONNECTIVITY MODULE	\$ 344.00	\$ 252.57	27.13%	#N/A	#N/A	\$ 34.91	\$ 3.24
532420LT	561499M		ADDRESSING OPTION	WPR2	WPR2 - DOCUMENT PROCESSING PROJECT MANAGEM	\$ 21,815.00	\$ 17,046.53	22.44%	#N/A	#N/A	#N/A	#N/A
532420LT	561499M		ADDRESSING OPTION	WPR3	WPR3 - DOCUMENT PROCESSING PROJECT MANAGEM	\$ 43,629.00	\$ 34,092.21	22.44%	#N/A	#N/A	#N/A	#N/A
532420LT	561499M		SOFTWARE, LICENSE AND SUBS	SSTLV	XD5-40 SST LOW VOLUME LABEL PRINTER	\$ 390.00	\$ 318.29	19.00%	\$ 167.57	\$ 15.57	#N/A	#N/A
532420LT	561499M		SOFTWARE, LICENSE AND SUBS	VSG1	ADD ONE USER TO SITE LICENSE	\$ 200.00	\$ 163.22	19.00%	#N/A	#N/A	\$ 23.27	\$ 2.16
532420LT	561499M		SOFTWARE, LICENSE AND SUBS	VSNX	10 SITE LICENSES FOR UNLIMITED USERS	\$ 22,000.00	\$ 17,954.66	19.00%	#N/A	#N/A	\$ 2,560.14	\$ 237.84

OLM SIN	CATEGORY	GSA Price
OLM	Highly Configurable Mail Delivery System	Offer Based
OLM	Highly Configurable Print Solutions	Offer Based
OLM	Disaster Recovery / Business Continuity Solutions	Offer Based
OLM	Highly Configurable Enterprise and POS Solution	Offer Based
OLM	Highly Configurable Package Sending and Receiving Solution	Offer Based
OLM	Emergency Response Solution	Offer Based
<p style="text-align: center;">OLM solutions cannot make up more than 33% of the total order value. Pricing is negotiated at the Agency level.</p>		

Ordering Instructions

Pitney Bowes Schedule Contracts Managers:
Jason.Fowler@pb.com
Chris.Huber@pb.com

1. SIN:	561499M - Mail / Parcel Processing Systems and Related Services 561499M - Rentals 532420LT - LTOP (Lease to Ownership Plan) 811212SA - Maintenance OLM
2. Maximum Order Threshold	\$350,000 - SIN: 811212SA & 532420LT \$1,000,000 - SIN: 561499M
3. Minimum Order:	\$100
4. Geographic Coverage (Delivery area):	Price includes delivery to any point in the 48 continental United States District of Columbia, Alaska and Hawaii.
5. Points of Production:	Pitney Bowes offers our clients highly configurable solutions to meet their specific needs. As noted above, there are certain items listed in the catalog which Pitney Bowes only provides as part of a solution to the client. Those items will never be sold by Pitney Bowes to a U.S. Agency except either as part of a solution being acquired by the Agency or in connection with an existing solution previously acquired by the Agency. All configurable solutions delivered under this contract are either (i) U.S.- made, designated country, Caribbean Basin country, or Free Trade Agreement country end products (as each such term is defined in the provision of the contract entitled "Trade Agreements" (FAR Section 52.225-5)) or (ii) specified in the provision of the contract entitled "Trade Agreements Certificate" as being some other end product.
6. Discounts from List Price:	Prices shown herein are net.
7. Quantity Discounts:	None.
8. Prompt Payment Terms:	None. Payment terms are net 30.
9. Government Credit Card:	Government Credit Card accepted.
10. Foreign Items:	See Points of Production.
11. Time of Delivery:	30 days for basic equipment (mailing machines, scales and postage meters). Delivery of other items is as negotiated between the parties. Customer should contact their Pitney Bowes Representative to expedite delivery for urgent requirements.
12. F.O.B.:	Destination door delivery within geographical coverage stated herein.
13a. Ordering Information:	Delivery Orders for Purchases or Rentals must be made out to Pitney Bowes Inc. (PBI) DUNS: 00-116-1793 / Cage Code: 47486 Delivery orders for <u>Leases</u> must be made out to Pitney Bowes Global Financial Services (PBGFS) DUNS: 78-56-9240 / Cage Code: 4KA12
14. Payment Address(es):	Electronic Submission Or Mailed to: Pitney Bowes Inc. Attention: Client Operations North America 2225 American Dr Neenah, WI 54956 For SIN 561499M and 811212SA Pitney Bowes PO Box 371896 Pittsburgh PA 15250-7887 For SIN 532420LT Pitney Bowes Global Financial Services PO Box 371887 Pittsburgh PA 15250-7887
15. Warranty Provisions:	Pitney Bowes standard commercial warranty terms and conditions apply.
16. Export Packing changes, if applicable:	N/A
17. Terms and conditions of Government Purchase Card Acceptance:	Government Credit Card is accepted at no additional cost for orders up to the Maximum Order amount or in the amount not to exceed the limits prescribed by the Government.
19. Terms and Conditions of Installation.	N/A
20. Terms and Conditions for Parts:	N/A
21. Terms and Conditions for Software	Any software product offered under this agreement including third party software, may have an End User License and or Software Maintenance Agreement governing its' use.
22. List of Services for Distribution Points:	N/A

23. List of Participating Dealers:	See PB Approved Dealers
24. Preventative Maintenance:	Call 800-522-0020
25. DUNS Number:	Pitney Bowes Inc. - 001161793 Pitney Bowes Global Financial Services, LLC - 785569240.
26. SAM Registration:	www.sam.gov

NOTE: IN ACCORDANCE WITH CLAUSE 552.212-4(S), THE UNENFORCEABLE CLAUSES PROVISION OF 552.212-4(W) TAKES PRECEDENCE OVER ANY COMMERCIAL SUPPLIER AGREEMENT (CSA) INCORPORATED INTO MAS CONTRACT NUMBER 47QSMA21D08R3. THE LANGUAGE OF CLAUSE 552.212-4(W) COMMERCIAL SUPPLIER AGREEMENTS – UNENFORCEABLE CLAUSES SHALL BE DEEMED INCORPORATED INTO ALL COMMERCIAL SUPPLIER AGREEMENTS ASSOCIATED WITH MAS CONTRACT NUMBER 47QSMA21D08R3.

PITNEY BOWES TERMS FOR GSA SCHEDULE

Thank you for choosing Pitney Bowes products and services. These Terms and the executed order (the “**Order**”) make up your agreement with Pitney Bowes (this “**Agreement**”). Please read this Agreement carefully.

Let’s start with a few definitions that should help you better understand your agreement. “**PBI**” means Pitney Bowes Inc. “**Pitney Bowes**” means PBI and its subsidiaries. “**We**”, “**our**” or “**us**” refers to the Pitney Bowes companies with whom you’ve entered into the Order. “**You**” or “**your**” refers to the entity identified on the Order. “**Meter**” means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series or a SendPro C series mailing system, the postal security device that accounts for and enables postage to be purchased and printed (“**PSD**”), and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine. “**Meter Services**” means access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations (“**CFR**”); USPS mandated processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 25; and the Soft-Guard Program outlined in Section 27. “**Equipment**” means the equipment listed on the Order, excluding any Meter or standalone software. “**Lease**” means the lease to ownership plan (“**LTOP**”) terms shown on GSA Advantage.

The provisions included in these Terms consist of: (i) General Terms; (ii) LTOP terms; (iii) a Service Level Agreement; (iv) Equipment Rental and Meter Services Terms; (v) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; and (vi) provisions relating to specific products.

GENERAL TERMS

1. Warranties

We warrant that all PBI-branded equipment (“**PBI Equipment**”) will be free from defects in material and workmanship and will perform according to the operator guides for a period of one year from the date (i) the PBI Equipment is installed at your location when PBI installs the PBI Equipment for you or (ii) the PBI Equipment is delivered to you when you can install it yourself.

- (a) A defect doesn’t include the failure of rates within a rate update to conform to published rates.
- (b) We warrant that any service (“**Service**”) we perform under the Service Level Agreement set out in Sections 17 through 22 (the “**SLA**”) will be performed in a professional and workmanlike manner.
- (c) **YOUR SOLE REMEDY FOR A WARRANTY CLAIM IS TO HAVE US REPAIR OR REPLACE THE PBI EQUIPMENT OR, IN THE CASE OF DEFECTIVE SERVICE, REPERFORM THE SERVICE.**
- (d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. “**Excluded Circumstance**” is a circumstance outside of PBI’s control, including an accident, your negligent or reckless use of the equipment, use of the equipment

which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control, servicing of the equipment by someone other than us, failure to use required software updates, use of the equipment with any system where we have told you that we will no longer provide support or that we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.

- (e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.
- (f) The warranty doesn't cover ink, integrated printhead/ink cartridges, ink rollers, toner and drum cartridges, ribbons and similar items ("**Consumable Supplies**").
- (g) **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.**

2. Limitation of Liability

OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES. NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.

3. Default and Remedies

- (a) If you don't make any payment within three days after the due date shown on our invoice, you breach any other obligation under this Agreement or under any other agreement with Pitney Bowes and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you will be in default and we may:
 - (i) cancel this Agreement and any other agreements Pitney Bowes has with you;
 - (ii) require you to pay to us immediately all amounts payable under the Lease or other agreements, whether then due or payable in the future;
 - (iii) disable the Meter;
 - (iv) require you to return the Equipment and Meter, and delete or remove software; and deny you access to software;
 - (v) if you don't return the Equipment, require you to immediately pay to us an amount equal to the value of the Equipment, as determined by us;
 - (vi) charge you a late charge for each month that your payment is late;
 - (vii) charge you a check return fee for payments made by you with insufficient funds; and
 - (viii) pursue any other remedy, including repossessing the Equipment and Meter without notice to you. To the extent permitted by law, you waive any notice of our repossession or disposition of the Equipment or Meter. By repossessing the Equipment or Meter, we aren't waiving our right to collect the balance due.
- (b) You agree to pay all our costs, including attorneys' fees, incurred in enforcing our rights.
- (c) We may suspend any services during any period that your account is more than thirty days past due.

4. Taxes

You agree to pay us for all applicable sales, use, property or other taxes (excluding taxes on net income) related to the Lease or Equipment rental agreement or Meter Services agreement based on or measured by your payments, the Equipment, Equipment location, Meter and Meter location. We will determine the amount of all property and similar taxes to be charged to you based on our reasonable valuation of the Equipment or of the Meter, taking into consideration tax rates and depreciation. If any of these taxes are applicable, you agree to pay a tax administrative charge set by us without reference to the tax charged or services performed; such fee and charge won't exceed a total of \$35 per year for each Lease schedule or Equipment rental agreement or Meter Services agreement. This section does not apply if your agency is tax exempt.

5. Embedded Software; Applications

(a) Our Equipment may contain embedded software. For embedded software, you agree that: (i) we and our licensors own the copyrights and other intellectual property to it; (ii) you are licensed only to use it with our Equipment in which it resides; (iii) you won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) you won't distribute or disclose it (or any portion) to anyone. Technical support for embedded software will be given according to the SLA covering the Equipment with the embedded software.

(b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. Each application you access will have its own terms and conditions applicable to your use of that application located within it, and by using the application you agree to those terms and conditions.

6. Internet Access Point

The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.

7. Security Interest

To secure your payments and any other related obligations, you grant to us a security interest in the Equipment and all additions, attachments, accessions and substitutions thereto or therefor. We have the right to recover the Equipment if you haven't paid for it.

8. Analog Connectivity

IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU ACKNOWLEDGE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIERS PROVIDE ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER PROVIDES ANALOG CONNECTION CAPABILITY, WE WON'T BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER AND YOU WILL HAVE TO USE A DIGITAL CONNECTION.

9. Miscellaneous

(a) You agree to use the Equipment and Meter only for governmental business purposes, and not for personal, family, or household purposes.

(b) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.

- (c) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void.
- (d) Payments aren't subject to setoff or reduction.
- (e) **ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.**
- (f) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to offer to obtain equipment or services but none of its provisions will modify or supersede these provisions unless we expressly agree in writing. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.
- (g) Our respective rights and obligations under Sections 2 (Limitation of Liability), 3 (Default and Remedies) and 4 (Taxes) will survive termination of this Agreement.
- (h) We may deliver any notice and other communication to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email. We may call you at any number you give to us.
- (i) This Agreement is governed by federal law.
- (k) You agree that we can use your name in a client list and identify you as a client when communicating with prospective clients, in each case along with our product or service that you are using. You agree that we can use your name and logo in marketing content, including in an advertising campaign, with your prior consent.
- (l) You agree to comply with all applicable export control laws and regulations.

10. RESERVED.

11. RESERVED.

12. RESERVED.

13. WARRANTY AND LIMITATION OF LIABILITY

PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 1. PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED. PBGFS ISN'T LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

14. RESERVED.

15. Risk of Loss You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of delivery until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("**Loss**"). No Loss will relieve you of any of your obligations under this Agreement. You must immediately notify us in writing of any Loss. You must keep the Equipment insured against Loss for its full replacement value.

SERVICE LEVEL AGREEMENT

17. Applicability of SLA

This SLA section applies to you if we have entered into an agreement to provide service for any Equipment we lease, rent or sell on the Order (the covered equipment is called "**Covered Equipment**").

18. Service Level Options

(i) If you sign up for **Standard SLA** on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 19) (the “**Service Term**”). You are also entitled to: (x) replacement printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance, and except for integrated printhead/ink cartridges; and (y) two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You won’t incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent. “**Normal Working Hours**” means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI- observed U.S. holidays, in the time zone where the Equipment or other items are located.

(ii) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI instructs you otherwise, within five days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI. You are responsible for the Covered Equipment until PBI receives it.

19. Service Term

PBI will provide you with Service for twelve months if you don’t have a Lease, or for the Lease Term, if you are leasing Equipment (the “**Initial Service Term**”). Service may be renewed upon mutual agreement.

20. SLA Fees

You will pay the SLA fees set forth in PBI’s pricebook found on GSA Advantage. If you receive service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI’s current hourly rates and for any required parts. If you exceed the cycle volume of your Equipment specified on the Order, PBI may bill you for the additional cycles over the specified cycle volume (the additional cycles are called the “**Overage**”). The charge will be determined by reference to the rate in effect at the time that we determine that an Overage exists.

21. RESERVED

22. Additional Service Terms

You can’t elect to have Service apply to some but not all of the items of Equipment. Service doesn’t include services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI’s then current annual rates. If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment

or unit, you may cancel Service for the item within thirty days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI's current rates. Standard SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS

23. Equipment Rental and Meter Services

If you aren't leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment rental ("rental") and Meter Services fees listed on the Order. After the period listed on the Order (the "**Initial Term**"), we may increase the rental and/or Meter Services fees.

24. Postage

To obtain postage for your Meter, you must contact our Postage By Phone data center. You may transfer funds to The Pitney Bowes Bank, Inc. (the "**Bank**") for deposit into your Postage By Phone® Reserve Account that you maintain with the Bank (your "**Reserve Account**") or you may transfer funds to the United States Postal Service (the "**USPS**") through a lockbox bank (a "**Lockbox Bank**"). See the "USPS Acknowledgment of Deposit" below for more information. After the Initial Term, we may increase postage refill fees.

25. Meter Repair or Replacement; Meter Care and Risk of Loss

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation. You assume all risk of loss or damage to the Meter(s) while you have possession. If the Meter malfunctions or fails due to reasons other than your negligence or accident, usage which exceeds our recommendations, damage in transit, virus contamination or loss of data, misuse, external forces, loss or fluctuation of power, fire, flood, or other natural causes, service by anyone other than us, or the use of third party supplies (such as third party ink) resulting in damage to the Meter, we will repair or replace the Meter.

26. Terms of Use of Meter; Federal Regulations

You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide (user documentation) and (iii) all USPS regulations. You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual. If the Meter is used in any unlawful scheme, or isn't used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter Services agreement may be revoked. You acknowledge that any use of a Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes. You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft. You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

27. Rate Updates and Soft-Guard® Program

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation. We won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

28. Collection of Information

You authorize us to access and download information from your Meter or from your PC Postage account. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order. We may elect to share aggregate data about our clients' postage usage with third parties.

29. Value Based Services

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system. We have the right to terminate the value-based services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty days after you have been notified in writing.

USPS ACKNOWLEDGEMENT OF DEPOSIT

30. Acknowledgement of Deposit

This section of the agreement provides you with the sections that the USPS requires we include in any agreement where we are renting a Meter. The USPS requires that we use specific language. The "acknowledgement of deposit" terms are as follows:

- (a) In connection with your use of a Postage Evidencing System as defined in the Code of Federal Regulations (CFR), you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage both PC Postage and meters (a "**Deposit**"), or you may transfer funds to the Bank for deposit into your Reserve Account.
- (b) To the extent you deposit funds in advance of the use of any evidence of postage, you may, from time to time, make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.
- (c) Any deposit made by you in your Reserve Account is subject to the Postage By Phone® Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.
- (d) Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.

- (e) The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.
- (f) The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.
- (g) PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.
- (h) You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
- (i) Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

PRODUCT SPECIFIC TERMS

32. Software

If you are acquiring an on-premise software license or on-demand subscription services, additional terms apply which are available by viewing the PBI on-demand or on-premise terms found on GSA Advantage. Those additional terms are incorporated by reference.

33. Lockers

If you are acquiring lockers, your Order may include on-demand subscription services and a statement of work. We are not responsible for the contents of the lockers. If we provide on-site service, one of your employees must accompany our service technician at all times during the service. You are solely responsible for selecting the location for the installation of the lockers, and for the safety and security of the individuals using the lockers.

GSA Multiple Award Contract Number 47QSMA21D08R3

LEASING TERMS

SINS 532420LT LEASE TO OWNERSHIP FINANCING PLAN (NOT APPLICABLE TO INTELLILINK™ SUBSCRIPTION OR POSTAGE METER RENTAL)

Terms and Conditions Applicable to the Lease to Ownership of Equipment.

1. **Purpose.** The Lease to Ownership Plan (“LTOP”) is available for all Pitney Bowes equipment, including equipment that is listed on the Pitney Bowes GSA MAS Contract Number 47QSMA21D08R3 (the “GSA Contract”) (other than the IntelliLink™ Control Centers and Postage Meters and unless otherwise noted in the published GSA price list) and equipment that is not listed on the GSA Contract.

2. **Invoicing.** Invoices are issued monthly in arrears and the net amount is payable upon receipt.

3. **Rate.** The LTOP monthly payment shall be calculated by applying the applicable lease rate factor to the net Government price of the equipment shown in the current GSA Contract (including any applicable program allowances), or in the case of non-contracted equipment, the price based upon open market transactions. The payment factors are as follows:

Term	Lease Rate	Interest Rate
36 months	.03275	11.03%
48 months	.02586	11.03%
60 months	.02176	11.03%

4. **Maintenance.** LTOPs may include equipment and software maintenance. Such services shall be separately priced at open market prices.

5. **Duration of Rental.** The lease period shall be for a period of 36, 48 or 60 months. The Government anticipates that it will have a bona fide need for the Equipment for the entire LTOP Term and contemplates fulfilling the entire LTOP Term. Pitney Bowes has determined the applicable lease rate in reliance upon the Government’s representation of its intention to fulfill the entire LTOP term.

6. **Termination/Cancellation.** The LTOP may not be terminated or cancelled except under the following conditions:

(1) Cancellation for Non-Appropriation (End of Fiscal Year) – The Government may cancel the LTOP at the end of the first full fiscal year of the LTOP Term or at the end of any subsequent fiscal year, if appropriated funds are not available to the ordering agency for LTOP payments due in the next fiscal year. In the event of a non-appropriation, the Contracting Officer must provide written notice to Pitney Bowes that states: “Sufficient funds have not been and will not be appropriated for the remaining payments due under the LTOP. The Government will not replace the cancelled equipment for the same organizational entity with similar equipment from Pitney Bowes or from another contractor in the succeeding fiscal year.”

(2) Termination for Convenience – In accordance with Section 13 of the GSA’s Office Management Category Attachment Document Solicitation 47QSM20R0001 Refresh: 0001, the

Government may terminate the LTOP for convenience during a fiscal year if the Government provides written notice to Pitney Bowes, as provided in FAR 52.249-1 "Termination for Convenience of the Government" and pays Pitney Bowes the applicable termination charge.

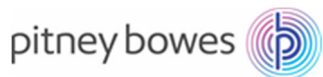
Unless the termination complies with the requirements of MAS Contract Number 47QSMA21D08R3 and clause above, any termination or cancellation of the LTOP (including any failure of Government to exercise an option year to extend the term of the LTOP) shall be treated for all purposes as a "termination for convenience". The termination charges due Pitney Bowes if the Government terminates the LTOP for convenience shall be equal to the net present value of the monthly payments remaining through the completion of the LTOP, discounted to present value at an interest rate equal to six percent (6%) per annum. The Equipment shall become Government property upon Pitney Bowes' receipt of the termination payment. All termination charges must be paid to Pitney Bowes at the remittance address specified in the Pitney Bowes invoice.

7. **Purchase Option.** The Government may purchase the Equipment at any time during the LTOP term by paying the remaining balance of LTOP payments.

8. **Industrial Funding Fee ("IFF").** Pitney Bowes shall pay the Industrial Funding Fee at the inception of the LTOP. The IFF shall be based upon .75 of one percent (0.75%) of the net price of the equipment leased, exclusive of taxes, financing charges and trade-in allowances, residual or any other concessions. Pitney Bowes shall pay the IFF on scheduled items only.

9. **Title.** Title to the Equipment and any and all replacements, substitutions and repairs thereto shall pass to the Government upon delivery however the Government and Pitney Bowes agree that title shall automatically revert to Pitney Bowes in the event of default by the Government or cancellation or termination under section 6. To secure the payment of the LTOP payments and any other obligations of the Government, the Government grants a security interest in the Equipment and all additions, attachments, accessories, and substitutions thereto or therefor.

10. **Terms.** Unless otherwise specified herein, all other terms and conditions are identical to those of the contract.



NOTE: In accordance with Clause 552.212-4(s), the Unenforceable Clauses provision of 552.212-4(w) takes precedence over any Commercial Supplier Agreement (CSA) incorporated into MAS Contract Number 47QSMA21D08R3. The language of Clause 552.212-4(w) Commercial Supplier Agreements – Unenforceable Clauses shall be deemed incorporated into all commercial supplier agreements associated with MAS Contract Number 47QSMA21D08R3.

ON-DEMAND SUBSCRIPTION SERVICES AGREEMENT FOR GSA

Thanks for using our on-demand subscription services. These terms define the terms and conditions under which you're allowed to use the on-demand subscription services and how we'll treat your account while you're utilizing the on-demand subscription services. If you have any questions about our terms, feel free to [contact us](#). These terms and conditions apply when we provide on-demand services (sometimes referred to as cloud computing services or software as a service) to you. These on-demand services use software that runs within a cloud-based server that is administered by Pitney Bowes or a third party. A software "app" or software client, which is installed within your information technology infrastructure, may be required to interface with the cloud-based server. Such "app" or software client is also covered by these terms.

We'll start with the basics, including a few definitions that should help you understand this agreement. This On-Demand Subscription Services Agreement (this "Agreement") is between you and Pitney Bowes Inc. ("we", "us", and "our"). This Agreement will only apply if the on-demand subscription services identified in your order form (the "Order") are not covered by one or more separate On-Demand Subscription Services Agreements. Your on-demand subscription services may also require one or more Statements of Work (each a "SOW").

The web sites through which you access the on-demand subscription services (each a "Site"; the ondemand subscription services and the Sites are collectively called the "Services") are owned and operated by us or our vendors. Additional product-specific terms applicable to certain of the Services ("Product Terms") are attached as Exhibit A and are incorporated into this Agreement.

1. Eligibility

In order to use the Services, you must provide true, complete and up to date contact information for so long as you access the Services. You won't use the Services in a way that violates any laws or regulations, including any relating to data protection and privacy. We may refuse service or close your account if you fail to comply with this Agreement.

2. Use of the Service

a) As long as you continue to comply with the terms of this Agreement, we grant you a non-exclusive, non-transferable license to access and use the Services for the number of months, and for up to the number of users, transactions, or other volume metrics specified in the Order. If applicable, you may upgrade your plan for additional fees. We are providing the Services to you, and we reserve all rights to the Services not expressly granted to you in this Agreement.

b) You agree that you will use the Services only for business or commercial purposes and not for personal, family or household purposes.

c) You won't use the Services for or make the Services available to any third party. In addition, you agree not to use the Services to send infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the Services. Disruptions include but are not limited to denial of service attempts, distribution of advertising or chain letters, propagation of computer worms and viruses, or use of the Services to make unauthorized entry to any other device accessible via the Services. For the Services and related software, you will not (i) make derivative works; (ii) sublicense, sell, rent, lease, lend, timeshare, disclose, transfer or host the Services, documentation or any other confidential or proprietary information to or for any other parties; (iii) use the Services to modify or reproduce a third party's materials unless you have the legal right to do so; (iv) distribute any part of the Services over any network, including a local area network; or (v) extract any data from the Services and use such data for any purpose other than for your use of the Services.

d) If you are delivered software for on premise installation as part of the Service ("Software") the following additional terms apply: You won't (i) reverse engineer, decompile or disassemble the Software; (ii) make copies of the Software, other than a reasonable number of copies for use for disaster recovery purposes; and (iii) separate the components of the Software, or install and use such components separately and independently of the Software they comprise.

e) If you do not comply with this Section 2, you will be in material breach of this Agreement, and we will have the right to immediately terminate your use of the Services.

3. Term and Termination; Suspension

a) The term of this Agreement begins on the effective date of the Order and will remain in effect for each Service for the duration of the Order or SOW applicable to such Service. Each Order or SOW will be effective as of the date in such Order or SOW and will remain in effect until its expiration or until your account is closed. If this Agreement is terminated, any Order entered into beforehand will, unless terminated under another provision of this Agreement, remain in effect for its entire term and this Agreement will remain in effect for the Order until its termination.

b) Unless the Product Terms state otherwise, you may terminate your account at any time and for any reason by giving thirty days' notice to us.

c) We may at any time without notice: i) refuse to accept or fulfill your Orders or any part of any Orders for the Sites and/or Services; or ii) move, suspend or terminate all or any part of the Sites and/or Services or terminate your account.

d) Once your use of a Service is terminated, (i) we may permanently delete your account and all the data associated with it, in accordance with our records management policies and as permitted by applicable law, (ii) you must immediately stop using the Service and Software, and remove any Software from the computers on which it was installed, (iii) each party will promptly return or destroy all confidential information of the other party; and (iv) your access to the Service will continue through the current billing period for access to the Service (the "Billing Period") for which you have paid in advance, unless you have failed to comply with this Agreement, in which case your access will be immediately revoked. You won't be entitled to a refund from us under any circumstances.

e) Termination of this Agreement will be in addition to and not in lieu of any other legal or equitable remedies available to us.

f) Continued performance. We shall not unilaterally revoke, terminate or suspend any rights granted to you except as allowed by this contract. If we believe that you are to be in breach of this

Agreement, we shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

4. Changes

We may change the Services and any features from time to time, and if such changes are material, we will notify you by sending an email to the last email address you gave to us. If you do not wish to continue using the modified Services, you may terminate your use of the Service, effective the last day of the current Billing Period for which you have paid in advance. We may change any terms of this Agreement by posting revised terms by sending an email to the last email address you gave to us. The new terms will be effective upon execution of an amendment by the Parties and will apply thereafter. If you do not wish to agree to the new terms you must stop using that portion of the Services affected immediately.

5. Account and Password

By registering for the Services, you will be prompted to establish certain passwords and provide other access information to enable you to use the Services. You represent that you have all necessary authority to establish an account with us on behalf of the business. The account name, password and access information is confidential information and should be used solely by you to access your account and use the Services. You are responsible for keeping your account name, password and access information confidential. You will take all reasonable steps to prevent unauthorized access to your account and you will immediately notify us of any unauthorized use of your accounts or any other breach of security. We aren't responsible for any losses due to stolen or hacked passwords.

6. Account Disputes

We don't arbitrate disputes over who owns an account. You won't request access to or information about an account that's not yours. We decide who owns an account based on the information that has been provided to us with respect to the account, and if multiple people or entities are identified, then we will rely on the contact information listed for that account.

7. Fees; Payment Terms

a) You will pay the fees for the use of the Services which are posted on the Sites or described in an Order or SOW, and may be changed from time to time, unless specified as conditions of a subscription type. These fees do not include: (i) any applicable sales, use or other taxes, which will be separately identified on your invoice; (ii) usage-based fees for the Services, which will be separately identified on your invoice, and (iii) charges for any services not contemplated by this Agreement, such as special programming, which may be available upon request and are subject to our then-current rates. Except as provided in an Order or SOW, your subscription for the use of the Services will be billed in advance with the first payment due at the time of registration and with each subsequent payment due on the due date specified in the invoice for the payment. Section 7(a)(i) shall not apply if your agency is tax exempt.

b) We will automatically charge your payment source the cost of your subscription at the beginning of each Billing Period. Please note that we may receive updated billing information regarding your credit card account or other payment source and you consent to us receiving such updates.

8. Personal Information

If any of the Services collects or stores individually identifiable personal information, then we will comply with FAR 52.224-1, 52.224-2 and 52.239-1 (the "Privacy Requirements").

9. Trademarks

Pitney Bowes, the Pitney Bowes logo, and associated brand names and domain names are our intellectual property in the United States and other countries. All marks not owned by us are the property of their owners. You may not use, and nothing contained on the Sites or in this Agreement grants any right to use, any trademark displayed on the Site without our written permission or from the owner of the trademark. In addition, except as explicitly set forth in this Agreement, you will not use any copyrighted work displayed on the Sites or any of our other intellectual property without our prior written consent.

10. Feedback; Data

- a) You grant to us (and our affiliates and vendors, if applicable) the right to use the data you provide to us as necessary to provide the Services and as provided in the Privacy Requirements. We reserve the right to use, without limitation, any anonymized or aggregated data that does not identify you or any user of the Service relating to use of the Service. We retain the right to use data derived from your use of the Service for our internal purposes and for the purposes of performing analytics on the Service, or for improving or enhancing the Service or other products or services offered by us to our customers, all in accordance with the Privacy Requirements.
- b) You assign to us all right, title, and interest (including all rights in copyright and resulting patents) in any data, feedback, suggestions, and written materials provided to us related to your use of the Services.
- c) You'll ensure that you have the appropriate rights to (including the right to provide to us) all data, files, materials or other information that you provide to us in connection with our provision of the Services.

11. Product Support

As part of your access to the Services, we will provide you with product support in accordance with the terms attached as Exhibit B.

12. LIMITATION OF LIABILITY

- a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE SERVICE AND WE WILL NOT BE LIABLE FOR ANY SUCH LOSS. IF THE WAIVER OF LIABILITY IN THE PREVIOUS SENTENCE IS NOT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS MADE RELATING TO YOUR USE OF OR INABILITY TO USE THE SERVICE IN ANY BILLING PERIOD WILL BE NO MORE THAN WHAT YOU PAID US TO PROVIDE THE SERVICE FOR THE PREVIOUS BILLING PERIOD.**
- b) WE WON'T BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST POSTAGE, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION OR LOST DATA YOU MAY SUFFER UNDER ANY CIRCUMSTANCES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.**

13. INDEMNITY

We shall not be responsible for, and shall not indemnify, defend or hold you harmless from any claims or suits (including reasonable attorneys' fees) against you by a third party based on the breach of this Agreement by you or any user authorized by you. This section 13 will survive any termination of this Agreement or an Order indefinitely.

a) YOUR ACCESS TO AND USE OF THE SERVICES MAY BE INTERRUPTED FROM TIME TO TIME FOR VARIOUS REASONS, INCLUDING MALFUNCTION OF EQUIPMENT, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SITES, OR OTHER ACTIONS THAT WE MAY ELECT TO TAKE.

b) EXCEPT AS EXPRESSLY STATED IN ANY PRODUCT SPECIFIC TERMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND THE CONTENT ON THE SITES, INCLUDING ANY THIRD PARTY SERVICE OR DATA, ARE PROVIDED BY US "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY AND NON-INFRINGEMENT. WE DON'T GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT WE WILL CORRECT ALL ERRORS.

15. Third Party Sites and Data

The Sites and this Agreement may contain links to third party websites, including links to the websites of carriers ("Linked Sites"). The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site, including any link contained in a Linked Site, or any changes or updates to a Linked Site. You should contact the site administrator or webmaster for those Linked Sites if you have any concerns regarding such links or the content located there. If the Services perform an address validation function, license terms applicable to use of the USPS data related to such function are found in Exhibit C and are incorporated in this Agreement by reference.

16. Compliance with Laws

Each party will comply with all applicable federal, state and local laws, rules and regulations, including export regulations and privacy laws. You will be solely responsible for the content of all data submitted to us in connection with our provision of the Services and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such data.

17. Assignments

You may not assign any of your rights under this Agreement to anyone else. We may assign or subcontract our rights to any other individual or entity with your prior approval.

18. U.S. Government Restricted Rights

If you are an agency of the United States Government, use of the Services by the Government constitutes acknowledgment of our proprietary rights in software contained in the Services, and such software will be: (i) deemed "commercial computer software" or "commercial computer software documentation" and the Government's rights with respect to such software and documentation are limited by this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable, or their successors; and (ii) subject to "RESTRICTED RIGHTS," as described in FAR52.227-14 and/or DFAR252.227-7013 et seq., as applicable. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in these regulations.

19. Choice of Law

- a) This Agreement will be governed by federal law.
- b) RESERVED
- c) RESERVED
- d) This Section 19 will survive any termination of this Agreement or an Order indefinitely.

20. Force Majeure

Except for a party's payment obligations, neither party will be liable for any delays or failure in performance from any cause beyond their control. This includes acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, strikes, power disruptions, and any disruption of internet service not caused by us.

21. Notices

Notices under this Agreement will be effective (i) in the case of a notice to you, when we send it to the last email or physical address you gave us or any address you may later provide; (ii) in the case of a notice to us alleging a breach of this Agreement, when delivered to us by email to legalnotices@pb.com or by overnight courier or delivered in person to Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 along with a copy to our legal counsel: Attn. Chief Legal Officer and Corporate Secretary, or any addresses we may later provide; and (iii) in the case of any other notice to us, when delivered to us by physical mail to Pitney Bowes Inc., EVP & President, Pitney Bowes Sending Technology Solutions, 3001 Summer Street, Stamford, CT 06926 or when you create a case at <https://www.pitneybowes.com/us/contact-us.html> (follow the instructions under "how to create a case").

22. Independent Contractor

Nothing contained in this Agreement will be construed to constitute either party as a partner, joint venturer, co-owner, employee or agent of the other party, and neither party will hold itself out as such.

23. Miscellaneous

Neither party will be subject to pre-printed or standard terms contained on any purchase order or other purchasing document, and we specifically disclaim such terms. If there's a conflict between the Product Terms and any other provision of this Agreement, the Product Terms will govern and control. Each Party will cooperate with the other and take such other actions as may reasonably be requested from time to time in order to carry out the intent and accomplish the purposes of this Agreement, including our right to verify your compliance with this Agreement and any Orders at all locations which you access the Services. If we don't immediately take action on a violation of this Agreement, we're not giving up any rights under this Agreement, and we may still take action at a later point. Each party will also keep confidential the terms and conditions of the Agreement and the SOW(s).

Exhibit A

SendPro® On-Line Subscription Product Terms

Use of the Service

In order to use the Service, you must complete the registration process. You may use the Service on behalf of third parties. You may permit your third party contractors to access the Service solely on your behalf and for your benefit so long as the contractor agrees to fully comply with all terms and conditions applicable to the Service. We are not responsible for your contractor's compliance with these terms and conditions or any breach of these terms by your contractors. All rights granted to any contractor under these terms terminate immediately upon (i) conclusion of the services provided by the contractor to you that gives rise to such right or (ii) termination of your account or your use of the Services.

Fees

The fees for the use of the Service don't include the postage, shipping or other charges imposed by the carrier for printing postage or labels and sending letters or parcels through the United States Postal Service (the "USPS") or another carrier.

Credit Cards – Accounts with The Pitney Bowes Bank, Inc.

Unless (i) you have established and maintain a Reserve Account with The Pitney Bowes Bank, Inc. (the "Bank") and (ii) you have available funds in a Reserve Account, then as long as you're utilizing the Service or have an outstanding balance with us, you'll provide us with valid credit card information. You'll replace the information for any credit card that expires with information for a different valid credit card. All charges by the USPS for postage or for the sending of parcels through the Service, including, without limitation, any charges imposed by the USPS for parcels for which the charges paid by you were insufficient (all such charges are called "Shipping Charges") and all fees for the use of the Service will be charged to your Reserve Account, if any. In the event that (i) you do not maintain a Reserve Account with the Bank or (ii) you do not have available funds in a Reserve Account, all such fees and charges will be charged to your credit card together with a convenience fee of 3 ½% of the amount of all Shipping Charges and you authorize us to do so. All charges by any other carrier other than the USPS for the sending of parcels through the Service will be billed directly by the carrier.

USPS Regulations

If you use the Service to print postage or send parcels with the USPS, you must comply with all USPS regulations applicable to the use of the Service. If you: (a) use your account in a fraudulent or unlawful manner; (b) do not use your account during a consecutive twelve month period; (c) fail to exercise sufficient control over your account to prevent fraudulent or unlawful use; (d) cause or allow the account to be utilized outside the United States without the prior written

authorization of the Manager of Retail Systems and Equipment, U.S. Postal Service, Washington DC 20260; or (e) otherwise fail to abide by the provisions of postal regulations and these terms regarding care and use of your account, then your account may be cancelled. You acknowledge and agree that your account will be closed and your ability to use the Service terminated by us for any of the reasons described above or upon demand by the USPS. You agree that any use of the Service to fraudulently deprive the USPS of revenue can cause you 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 for up to five (5) years and a fine 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 (31 U.S.C. 3802). The mailing of matter bearing a fraudulent imprint is an example of a violation of these statutes. The USPS has granted us the license as a PC postage vendor to create a shared postage evidencing system that users will use to dispense postage. As a user of the Service, you must understand and acknowledge that authorization to use the Service is granted by the USPS. You accept responsibility for control and use of the Service and agree to abide by all rules and regulations governing its use. The USPS may deny use of or revoke authorization to use a postage evidencing system in the event of (i) failure to comply with rules and regulations; (ii) submission of false or fictitious information; (iii) entering of a series of unpaid or short-paid mail pieces and/or packages in the mail stream; (iv) use of the system for any illegal scheme or enterprise; (v) use of the system outside the customs territory of the United States; or (vi) possession of a decertified system. You must make the postage evidencing system and transaction records available and surrender the system to us, the USPS, or its agent when notified to do so.

Carrier Requirements

If you use the Service to send parcels with a carrier other than the USPS, you must comply with the requirements of that carrier. The terms governing the use of FedEx to send parcels are located at <https://www.fedex.com/> and the terms governing the use of United Parcel Service are located at <https://www.ups.com/>.

SendPro® On-Line Subscription with Equipment Lease Product Terms

Use of the Service

In order to use the Service, you must complete the registration process. You may use the Service on behalf of third parties. You may permit your third party contractors to access the Service solely on your behalf and for your benefit so long as the contractor agrees to fully comply with all terms and conditions applicable to the Service. We are not responsible for your contractor's compliance with these terms and conditions or any breach of these terms by your contractors. All rights granted to any contractor under these terms terminate immediately upon (i) conclusion of the services provided by the contractor to you that gives rise to such right or (ii) termination of your account or your use of the Services.

Hardware As part of your subscription, we'll lease to you equipment consisting of a scale and a label printer (the "Equipment"). **THE EQUIPMENT IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT. YOU BEAR THE ENTIRE RISK OF LOSS TO THE EQUIPMENT FROM THE DATE OF SHIPMENT BY US TO YOU. WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT. ALL WARRANTIES, IF ANY, WITH RESPECT TO THE EQUIPMENT ARE MADE BY THE MANUFACTURER OF THE EQUIPMENT.**

Term and Termination

You are leasing the Equipment for the following term (the "Lease Term"): (i) two years if you're only leasing the Equipment; and (ii) the number of months stated on your Order if you're leasing equipment in addition to the Equipment. Except for any termination by you under this section or under Section 4 (Changes) of the Agreement: (i) you may not cancel the lease for any reason; and (ii) all payment obligations under these terms and the Agreement are unconditional. At the end of the Lease Term, your use of the Service will convert to a month to month service. If we make changes to the Agreement that are materially adverse to you, you may terminate your account and the lease of the Equipment by giving notice to us of your election to terminate within thirty days after we gave you notice of any material changes.

Servicing of Hardware

If the Equipment ceases to function properly during the Lease Term, we'll replace the Equipment by promptly shipping to you, at no additional cost, new, reconditioned or remanufactured equipment of the same or a functionally equivalent model; however, we won't replace the Equipment if we determine that the failure of the Equipment resulted from your negligence or misuse of the Equipment or from an accident.

Fees

The fees for the use of the Service will be as agreed to at the time you register for the Service and will remain in effect during the Term. These fees do not include: (i) any applicable sales, use or other taxes, which will be invoiced separately by us; and (ii) the postage, shipping or other charges imposed by the carrier for printing postage or labels and sending letters or parcels through the United States Postal Service ("USPS") or another carrier. Your subscription for the use of the Service together with the payments for the lease of the Equipment will be billed quarterly in advance with the first payment due at the time of registration and with each subsequent payment due on the due date specified in the invoice for the payment. Subsection (i) of this Fees section shall not apply if your agency is tax exempt.

Default and Remedies

In the event you fail to comply with the Agreement or these terms and such failure continues for 30 days after we give you notice of such failure, we may: (i) terminate the Agreement, the lease of the Equipment and your account; (ii) require immediate payment of all amounts payable under the Agreement and these terms during the term of your use of the Services, including the fees provided for in the Fees section above and all amounts payable for the lease of the Equipment during the Lease Term; (iii) assess a late charge for each month that your payment is late; and (iv) exercise any rights and pursue any remedies provided by law.

Credit Cards – Accounts with The Pitney Bowes Bank, Inc.

Unless (i) you have established and maintain a Reserve Account with The Pitney Bowes Bank, Inc. (the "Bank") and (ii) you have available funds in a Reserve Account, then as long as you're utilizing the Service or have an outstanding balance with us, you'll provide us with valid credit card information. You'll replace the information for any credit card that expires with information for a different valid credit card. All charges by the USPS for postage or for the sending of parcels through the Service, including, without limitation, any charges imposed by the USPS for parcels for which the charges paid by you were insufficient (all such charges are called "Shipping Charges") and all fees for the use of the Service will be charged to your Reserve Account, if any. In the event that (i) you do not maintain a Reserve Account with the Bank or (ii) you do not have available funds in a Reserve Account, all such fees and charges will be charged to your credit card together with a convenience fee of 3 ½% of the amount of all Shipping Charges and you authorize us to do so. All charges by any other carrier other than the USPS for the sending of parcels through the Service will be billed directly by the carrier.

USPS Regulations

If you use the Service to print postage or send parcels with the USPS, you must comply with all USPS regulations applicable to the use of the Service. If you: (a) use your account in a fraudulent or unlawful manner; (b) do not use your account during a consecutive twelve month period; (c)

fail to exercise sufficient control over your account to prevent fraudulent or unlawful use; (d) cause or allow the account to be utilized outside the United States without the prior written authorization of the Manager of Retail Systems and Equipment, U.S. Postal Service, Washington DC 20260; or (e) otherwise fail to abide by the provisions of postal regulations and these terms regarding care and use of your account, then your account may be cancelled. You acknowledge and agree that your account will be closed and your ability to use the Service terminated by us for any of the reasons described above or upon demand by the USPS. You agree that any use of the Service to fraudulently deprive the USPS of revenue can cause you 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 for up to five (5) years and a fine 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 (31 U.S.C. 3802). The mailing of matter bearing a fraudulent imprint is an example of a violation of these statutes. The USPS has granted us the license as a PC postage vendor to create a shared postage evidencing system that users will use to dispense postage. As a user of the Service, you must understand and acknowledge that authorization to use the Service is granted by the USPS. You accept responsibility for control and use of the Service and agree to abide by all rules and regulations governing its use. The USPS may deny use of or revoke authorization to use a postage evidencing system in the event of (i) failure to comply with rules and regulations; (ii) submission of false or fictitious information; (iii) entering of a series of unpaid or short-paid mail pieces and/or packages in the mail stream; (iv) use of the system for any illegal scheme or enterprise; (v) use of the system outside the customs territory of the United States; or (vi) possession of a decertified system. You must make the postage evidencing system and transaction records available and surrender the system to us, the USPS, or its agent when notified to do so.

Carrier Requirements

If you use the Service to send parcels with a carrier other than the USPS, you must comply with the requirements of that carrier. The terms governing the use of FedEx to send parcels are located at <https://www.fedex.com/> and the terms governing the use of United Parcel Service are located at <https://www.ups.com/>.

SendSuite® Tracking Online Product Terms

Your Responsibilities

You represent and warrant that you have obtained and will maintain any and all certifications, licenses or other authorizations necessary or proper related to your use of the Service, including without limitation, federal certification pursuant to United States Department of Transportation regulations regarding the identification, processing and transportation of hazardous materials, if applicable.

Our Responsibilities; Support

The Service may be inaccessible or inoperable during certain periods so that we can perform routine maintenance support services ("Scheduled Downtime"). Scheduled Downtime will be scheduled outside normal business hours, such as nights and weekends. We'll use reasonable commercial efforts to minimize any disruption, inaccessibility and/or inoperability of the Services in connection with Scheduled Downtime or other disruption of Service.

Warranties; Disclaimers

- a) We represent and warrant to you that the Service will materially conform to the Documentation. We do not warrant the operability or accuracy of any data submitted or provided by you in connection with the Service and processed by us.
- b) THE SERVICE MAY CONTAIN A DISABLING DEVICE OR DEVICE REQUIRING ENABLEMENT: (i) TO COMPLY WITH REQUIREMENTS OF REGULATORY AUTHORITIES; (ii) TO PREVENT USE OF THE SERVICE BEYOND THE TERM OF AN ORDER; AND/OR (iii) TO PREVENT USE OF THE SERVICE IN EXCESS OF THE NUMBER OF USERS, TRANSACTIONS, OR OTHER VOLUME METRICS SET OUT IN AN ORDER.

Exhibit B

On-Demand Subscription Services Product Support Terms

(Last modified: February 11, 2020)

As part of your access to the Services, we will provide you with the following:

- a) SELF HELP. 24/7 access to web self-help and user and support articles.
- b) TECHNICAL SUPPORT. We provide technical support over the phone and via the Internet ("Remote Support") unless otherwise specified. To receive Remote Support you must provide us access to your device. When submitting an issue, you will be requested to provide sufficient detail for us to reproduce the problem. Additional support, such as diagnosis of your IT environmental or infrastructure issues, may be available, subject to additional terms and fees.
 - (i) Telephone Support. PB product support is available from 7 am to 7 pm Central Time, Monday through Friday, excluding PB observed US holidays ("Normal Operating Hours"). You may contact PB Product Support toll-free by phone during Normal Operating Hours. Contact numbers are located at <https://www.pitneybowes.com/us/business-services/maintenancesupport.html>.
 - (ii) Electronic Requests. You may submit a request to PB Product Support electronically by going to www.pitneybowes.com, signing in to Your Account, and submitting a ticket 24 hours a day, 7 days a week. Requests received outside Normal Operating Hours are processed the next business day.
 - (iii) If there are 50 or more users within your organization, then you must identify a limited number of staff who are responsible for escalating requests for support assistance to us ("Authorized Personnel"). We will provide remote technical support assistance to the Authorized Personnel for issue resolution with the Services. Authorized Personnel will then be responsible for providing technical support to other users within your organization. Any issue escalated to us for technical support must be related to Services provided by us (and not to your organization's operating environment or other hardware or software). Additional fees will apply if your organization does not have Authorized Personnel available.

License Terms for use of the USPS Data

The following terms apply solely to your use of the United States Postal Service (“USPS”) data that is provided under license from Pitney Bowes Inc. (“PBI”) and its licensors. These additional terms amend the Agreement between PBI and you. Absent a signed Agreement, your use of the USPS Data constitutes acceptance of the terms set forth herein. Capitalized terms used herein and not otherwise defined have the meaning assigned to them in the Agreement. The terms and conditions set forth below supersede any conflicting terms and conditions in the Agreement.

- a) The delivery point validation (the “DPV® Product”), LACSLink® and SuiteLink® and any updates, materials, know-how, computer code, and technical information (hereinafter collectively, the “USPS Data”) are confidential and proprietary to the USPS and shall remain the property of USPS. You shall maintain the USPS Data in strict confidence in accordance with the terms of the Agreement.
- b) You are prohibited from: (i) modifying, improving, correcting, or enhancing the USPS Data in any way; (ii) combining the USPS Data, or any portion thereof, with other information, data, software or the like to create any derivative product of the USPS Data; or (iii) make or reduce to practice any invention, idea or concept, whether patentable or not, on or relating to the USPS Data or any portion thereof without the prior written approval of USPS.
- c) You shall not: (i) use the USPS Data or any of its technology to compile a list of delivery points not already in your possession or to otherwise create a mailing list or portion thereof; (ii) rent, sell, distribute or otherwise provide any of your proprietary address lists, service products, or other system of records that contain address attributes derived or updated through the use of the USPS Data; or (iii) in addition to the foregoing, use SuiteLink for any purposes other than for improving business delivery addresses in multi-occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other item that will be delivered by USPS. d) You are not permitted to export the USPS Data outside the United States or its territories.
- e) You agree and acknowledge that USPS retains all right, title and interest in the USPS Data, and all trademarks, trade dress, service marks, trade secrets, copyrights, patents and other intellectual property rights related thereto.
- f) The USPS shall be a third party beneficiary with respect to the license to the USPS Data granted hereunder and thereby shall have the right to directly enforce against you the restrictions with respect to the USPS Data set out herein.
- g) NEITHER PBI AND ITS LICENSORS NOR THE USPS SHALL BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF THE USPS DATA. This disclaimer is in addition to any other disclaimers of warranties set out in the Agreement.
- h) To satisfy USPS requirements THE DPV PRODUCT SHALL CONTAIN DISABLING DEVICE(S) DESIGNED TO PREVENT USE NOT PERMITTED BY THIS LICENSE. PBI shall document all disabling devices to you. In the event you encounter the “Stop DPV Processing” function, you shall contact PBI in order to

restore DPV processing capability. PBI or its licensor shall immediately notify USPS of your name and address. At the sole discretion of the USPS, PBI may not have the right to restore your DPV processing capability.

i) Notwithstanding any provision set out in the Agreement regarding any limitation of liability, you shall promptly reimburse PBI to the full amount of any damages or other claims that PBI is required to pay, and shall otherwise hold PBI harmless from demands, costs and damages paid to third parties, which are a result of your failure to comply with any of the obligations set out in these provisions.

j) Notwithstanding anything to the contrary elsewhere in the Agreement or any applicable order, the USPS Data is not licensed on a perpetual basis, and may only be licensed for the limited term set out in the applicable order. You may elect to renew your term license to the USPS Data to the extent PBI continues to offer a license to the USPS Data, for an additional term upon payment of the applicable renewal fees. PBI shall have the right to terminate your license to the USPS Data if (i) the USPS cancels PBI's or its licensors' right to distribute the USPS Data, (ii) you are in breach of any of the foregoing provisions; or (iii) the Agreement or Order is terminated.



NOTE: In accordance with Clause 552.212-4(s), the Unenforceable Clauses provision of 552.212-4(w) takes precedence over any Commercial Supplier Agreement (CSA) incorporated into MAS Contract Number 47QSMA21D08R3. The language of Clause 552.212-4(w) Commercial Supplier Agreements – Unenforceable Clauses shall be deemed incorporated into all commercial supplier agreements associated with MAS Contract Number 47QSMA21D08R3.

ON-PREMISE SOFTWARE LICENSE AGREEMENT FOR GSA

Thank you for choosing our on-premise software product(s) (the “Licensed Products”) listed in your task/order form (“Order”). These terms apply when an instance of our software either is (i) installed within your information technology infrastructure and executed (or used) by you; or (ii) hosted by Pitney Bowes or a third party but executed (or used) solely by you.

We’ll start with the basics, including a few definitions that should help you understand this agreement. This is an agreement between the entity identified on the Order (“you” or “your”) and Pitney Bowes Inc. (“we”, “us” or “our”). During the Term (defined in Section 1(a)), we will provide the Licensed Products listed in the Order, and which may be further defined in a Statement of Work referencing these terms (“SOW”). The Order, these terms and the SOW(s) are referred to collectively as this “Agreement”. In the event of a conflict between the Order, these terms and the SOW(s), these terms will control, followed by the Order then the SOW. This Agreement affects your rights and contains warranty disclaimer and binding arbitration provisions.

1. License

a) The Licensed Products and all related materials are proprietary to us and our licensors and suppliers. As long as you comply with the terms of this Agreement, we will grant a limited, nonexclusive, non-transferable, license to access and use the Licensed Products during the Term. The "Term" is: (i) perpetual in the case of a Purchase Agreement Order; or (ii) the term of the lease subject to a Lease Agreement Order. We are not selling the Licensed Products to you and, other than the license we are granting, we reserve all rights to the Licensed Products not expressly granted in this Agreement.

b) You are authorized to install and use the Licensed Products on a Computer, or hardware provided by us, in each case with User access as defined in the Documentation (defined in Section 2(d)) or applicable SOW. “Computer” means the server or server configuration or load balanced application servers, terminal or computer identified in an Order or SOW on which the Licensed Products are authorized to be installed and used. “User” means an individual authorized by you to use the Licensed Products under an Order or SOW regardless of whether the individual is actively using the Licensed Products at any given time.

2. Use of Licensed Products

a) You agree that you will use the Licensed Products and any data generated from the Licensed Products only for business purposes and not for personal, family or household purposes. The Licensed Products include any enhancements, updates, upgrades, modifications, new releases and corrective programming to the Licensed Products or Documentation that are provided as part of software

maintenance (“Enhancements”). The Licensed Products will be installed and used only at the location described in an Order or any other location as to which we have consented to the transfer of the Licensed Products in accordance with Section 2(c) (“Installation Site”) and only on the hardware provided by us or the Computer described in an Order or SOW. Remote access to the Licensed Products directly or indirectly through a server, the Internet, independent software application or otherwise to your computer from locations other than your Installation Site, and use of the Licensed Products to perform services for any third parties, including your affiliates, are prohibited. Additional terms of authorized use will be described in your Order or SOW and may include, among other things, limitations on: (i) the number of Users; and (ii) the number of transactions processed or individual data records accessed using the Licensed Products. Licensed Products licensed for desktop use by a specific number of Users may be installed on the number of devices equal to the number of licenses purchased, or may be installed on multiple devices so long as the number of Users do not exceed the number of User licenses purchased.

b) Additional product-specific license terms applicable to certain of the Licensed Products (“Product Terms”) can be found in Exhibit A and are incorporated into this Agreement. If there is a conflict between the Product Terms and any other provision of this Agreement, the Product Terms will control.

c) If the Licensed Product is for a designated Computer, you do not need our consent to transfer the Licensed Product from one computer system to another at the Installation Site. However, you need our consent if you wish to transfer the Licensed Product to another location. After obtaining our consent to a transfer to another location, you will certify to us in writing that all copies of the Licensed Product at the prior location were either transferred to the new location or destroyed.

d) You may make a reasonable number of copies of the Licensed Products and Documentation solely for back-up or disaster recovery purposes. “Documentation” means the current technical and user documentation for the Licensed Products. The Documentation may be modified from time-to-time to incorporate Enhancements. You must reproduce all copyright, trademark, trade secret and other proprietary notices in your copies. The back-up or disaster recovery copies can only be used to perform disaster recovery testing or if the Computer where the Licensed Products are installed becomes inoperative, those copies cannot be used for recovery production or testing concurrently with the production or testing copies of the Licensed Products. If the Computer becomes inoperative, the Licensed Products can only be used on a back-up computer utilizing the same operating system.

e) Upon prior written notice to us, you may permit a third party contractor to access and use the Licensed Products solely for your benefit, so long as: (i) the contractor agrees to comply fully with all terms and conditions of this Agreement; (ii) you remain responsible for the contractor's compliance with this Agreement and any breach; (iii) any User limitation includes User licenses allocated to contractors; and (iv) the contractor is not a competitor of ours. All rights granted to any contractor under this Agreement terminate immediately upon termination or expiry of this Agreement. Upon termination of such rights, the contractor must immediately cease all use, un-install and destroy all copies of the Licensed Products and Documentation, and must certify in writing its compliance with this Section upon our request.

3. General Use Restrictions

a) For the Licensed Products, you will not: (i) make derivative works; (ii) sublicense, sell, rent, lease, lend, time-share, disclose, transfer or host the Licensed Products, Documentation or confidential or proprietary information to or for any other parties; (iii) use the Licensed Products to modify or reproduce third party material unless you have the legal right to do so; (iv) attempt to unlock or bypass any initialization system, encryption methods or copy protection device in the Licensed Products; (v) alter, remove or obscure any patent, copyright or trademark notice in the Licensed Products or Documentation; (vi) reverse engineer, decompile or disassemble or remove functions of the Licensed Products or any portion of them; (vii) make copies of the Licensed Products or Documentation, except as authorized in Section 2(d); (viii) modify, alter or change the Licensed Products; (ix) use components of a Licensed Product independent of the Licensed Products they comprise; or (x) extract any data from the Licensed Product and use such data for any purpose other than for your use of the Licensed Product.

b) You will not use the Licensed Products in the operation of a time-sharing or service bureau arrangement or as an application service provider. You will not allow access to the Licensed Products through any other means than those indicated in the Order or in any SOW.

4. Fees; Payment Terms

a) You will pay the fees for the Licensed Products, maintenance, training and any other fees described in an Order (which may include financing provisions). All fees and any applicable taxes are due and payable within 30 days from the date of our invoice. You will pay a late charge of 1.5% per month or the highest amount permitted by law, whichever is less, on any fees not paid by the due date. Unless otherwise identified in an Order, all fees are stated in and will be paid in United States currency.

b) The fees do not include any amount for taxes. You will pay all sales, use, property, excise and other taxes imposed with respect to the products and/or services. If any sales, use, excise or other taxes (except for taxes based on our net income) are required to be collected, we will itemize them on invoices issued in connection with an Order. This section shall not apply if your agency is taxexempt.

c) If the number of locations or the number of Users or Computer systems exceeds what is permitted by and/or paid for under an Order, we may charge you for the appropriate license and software maintenance fees based on the excess and at the applicable rates then in effect.

5. Indemnity and Procedures

a) Subject to Section 5(c), we will indemnify and hold you harmless from all losses, damages, and reasonable costs and expenses arising out of a claim by a third party that the Licensed Products infringe or misappropriate any copyright, trade secret, trademark or patent. We will have no obligation to indemnify, defend and hold you harmless for any claim or suit that is based on Third Party Content (defined in Section 10) except to the extent that our licensor's or suppliers of such Third Party Content have indemnified us.

b) If the Licensed Products are subject to a claim of infringement or misappropriation, or if we reasonably believe that the Licensed Products may be subject to a claim, we will at our option either: (i)

replace the Licensed Products with functionally equivalent software; (ii) modify the Licensed Products while retaining substantively equivalent functionality; (iii) procure at no cost to you the right to continue to use the Licensed Products; or (iv) if (i), (ii) or (iii) are not commercially reasonable, we will notify you to terminate use of the Licensed Products. If we direct you to terminate use (or a permanent injunction is issued against such use), you will immediately do so and your remedies, in addition to this indemnity, will be limited to a pro rata refund of the current maintenance fees unused at the time of termination plus license fees previously paid for the Licensed Products that are subject to the infringement or misappropriation claim based on: (1) a term of 60 months following execution of the applicable Order for a perpetual license; or (2) any pre-paid but unused fees for the balance of a term license. If your Order is a lease and we direct you to terminate use of the Licensed Products, after the effective date of termination we will release you from your payment obligations with respect to the license and software maintenance fees for the Licensed Products included in your payments under the lease due after the effective date of termination.

c) We will have no obligation to indemnify you if the infringement or misappropriation results from your: (i) modification of the Licensed Products; (ii) combination, operation or use of the Licensed Products with software products which are not ours; (iii) use of the Licensed Products in breach of this Agreement; or (iv) use of other than the most current release of the Licensed Products if a claim of infringement or misappropriation could have been avoided by your use of the current release of the Licensed Products, provided we delivered the superseding version to you and notified you of the need to use it. We shall not be responsible for, and shall not indemnify, defend or hold you harmless from any claims or suits (including reasonable attorneys' fees) against you by a third party based on the breach of this Agreement by you or any user authorized by you. This section 12 will survive any termination of this Agreement or an Order indefinitely.

d) You or we (the "Indemnified Party") will give the other (the "Indemnifying Party") prompt written notice of any matter with respect to which the Indemnified Party intends to seek indemnification under this Agreement (a "Claim"), provided, that the failure or delay in providing notice will not relieve the Indemnifying Party from any obligation to indemnify the Indemnified Party except to the extent that the failure or delay prejudices the defense of any Claim. The Indemnifying Party may, at its election, conduct and control the defense of the Claim with counsel selected by it, subject to the Indemnified Party's consent, not to be unreasonably withheld or delayed. The Indemnified Party agrees to cooperate with the Indemnifying Party and its counsel in investigating and/or contesting any Claim. No compromise or settlement of the Claim may be effected by the Indemnifying Party without the Indemnified Party's prior written consent, which will not be unreasonably withheld or delayed.

6. Software Maintenance; Training

- a) We will provide software maintenance in accordance with the terms attached as Exhibit B.
- b) We will provide product training as specified in an Order or SOW.

7. Warranty; Disclaimers

- a) We represent and warrant that during the Warranty Period the Licensed Products will conform to all substantial operational functions of the Licensed Products described in the Documentation or in the applicable SOW. Except as set out in any Product Terms, the "Warranty Period" is one year from the date the Licensed Product is delivered to you. If the

Licensed Products do not conform during the Warranty Period, we will, at our option: (i) repair or replace the Licensed Product; or (ii) refund the license and software maintenance fee for the non-conforming Licensed Product. If the Licensed Product is subject to a lease, we will refund payments made for the license and software maintenance fee and secure a release from future payments of the license and software maintenance fee under the lease. In the case of clause (ii), this Agreement will be terminated as it applies to the relevant Licensed Product.

- (b) If we supply carrier rate information ("Rate Information") to you in connection with this Agreement, the media upon which the Rate Information is supplied are warranted to be free from defects for a period of 90 days after installation. Your sole remedy for breach of this warranty will be replacement of the Rate Information media. We do not warrant that the Rate Information itself is accurate. We will have no liability for any damages you may incur as a result of your use of the Rate Information.
- (c) There is no warranty if the Licensed Products failed to perform because of your use of the Licensed Products in a manner not authorized by this Agreement or for a purpose other than the ordinary purpose for which it is designed. The warranty does not apply if the Licensed Products have been altered, modified, converted or repaired by anyone other than us.
- (d) **EXCEPT AS EXPRESSED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LICENSED PRODUCTS, DOCUMENTATION, SOFTWARE MAINTENANCE AND OTHER SERVICES ARE PROVIDED BY US "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULTS, RELIABILITY, PERFORMANCE AND NON-INFRINGEMENT OR ANY INFORMATION GENERATED BY YOUR USE OF THE LICENSED PRODUCTS OR DOCUMENTATION. WE MAKE NO WARRANTY THAT THE LICENSED PRODUCTS WILL MEET YOUR OR ANY THIRD PARTY'S REQUIREMENTS, WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR FREE FROM OTHER DEFECT OR FAILURE, OR WILL BE COMPATIBLE WITH OR OPERATE IN COMBINATION WITH ANY OTHER SOFTWARE OR HARDWARE SELECTED OR USED BY YOU OR ANY THIRD PARTY, OR THAT ANY DEFECT IS CORRECTABLE.**

8. Limitation of Liability

A) TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE LICENSED PRODUCTS AND WE WILL NOT BE LIABLE FOR ANY SUCH LOSS. IF THE WAIVER OF LIABILITY IN THE PREVIOUS SENTENCE IS NOT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS MADE RELATING TO YOUR USE OF OR INABILITY TO USE THE LICENSED PRODUCTS IN ANY BILLING PERIOD WILL BE NO MORE THAN WHAT YOU PAID US FOR THE LICENSED PRODUCTS FOR THE PREVIOUS BILLING PERIOD.

B) WE WILL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST POSTAGE, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION OR LOST DATA YOU MAY SUFFER UNDER ANY CIRCUMSTANCES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

9. Term; Termination

- a) The Term of this Agreement begins on the date you sign an Order and will remain in effect for the Term of the Licensed Products.
- b) A party may terminate this Agreement if the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after receipt of written notice of the breach, or if either party becomes insolvent or files for bankruptcy.
- c) We may terminate this Agreement under Section 5(b).
- d) We can terminate immediately by giving notice to you, without opportunity to cure, if you breach Sections 3 General Use Restrictions, 14(e) export terms, or the Carrier Agreements.
- e) Upon termination or expiry of this Agreement, you will stop using the Licensed Products and you will irretrievably delete and/or remove them from your Computer systems and, if not deleted and/or removed, return the Licensed Products and Documentation together with all copies to us; and you will certify compliance with this Section in writing.
- f) You acknowledge that any breach of your obligations under this Agreement with respect to our or a third party's proprietary rights or confidential information will cause us and/or the third party irreparable injury for which there exists no adequate remedies at law, and therefore we will be entitled to injunctive relief, without posting any bond, in addition to all other remedies provided in this Agreement or available at law.
- g) Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, including Sections 1(a) proprietary rights, 3, 5, 7, 8, 9(f) and (g), and 14, shall remain in full force and effect.
- h) Continued performance. We shall not unilaterally revoke, terminate or suspend any rights granted to you except as allowed by this contract. If we believe that you are to be in breach of this Agreement, we shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d)(Disputes).

10. Third Party Content; Regulated Functionality

- a) Various third party software and other documentation ("Third Party Content") may have been incorporated into the Licensed Products by us under permission from our licensors and suppliers. The United States Postal Service ("USPS") or other governmental bodies may regulate certain functionality of the Licensed Products. Special terms and conditions applicable to the Third Party Content are included in separate carrier agreements available to you as click through agreements ("Carrier Agreements"), and you agree to comply with such terms and conditions. Any terms and conditions in the Carrier Agreements that are inconsistent with, or in addition to this Agreement will control with respect to the Third Party Content or its functionality. If, from time to time, the Carrier Agreements are amended, we will provide you the revised portions to reflect, (a) changes in our arrangements with our licensors or suppliers for Third-Party Content, or (b) regulatory requirements. If the Licensed Products perform an address validation function, license terms applicable to use of the USPS data related to such function are found at <http://www.pb.com/license-terms-of-use/usps-terms.shtml> and are incorporated in this Agreement by reference.

b) If our license to any Third Party Content terminates, you agree: (i) that this Agreement and all other agreements with us or any of our affiliates and you (e.g., equipment) will remain in full force and effect in accordance with their terms; (ii) upon our written request, to discontinue use of, and/or return the terminated Third Party Content; and (iii) in the event of such request for discontinuance, we will have no further obligation to you with respect to the Third Party Content.

c) You will be solely responsible for: (i) entering into your own arrangements with third parties, including carriers, for software functionality not provided by us as part of the Licensed Products; and (ii) payment of all fees for third-party software not expressly included in the License fee paid under the Order, including fees associated with your operating environment.

11. Force Majeure

Except for a party's payment obligations, neither party will be liable for any delays or failure in performance from any cause beyond their control.

12. Assignment

You may not assign any of your rights under this Agreement to anyone else. We may assign or subcontract our rights to any other individual or entity with your prior approval.

13. Use of Information; Data; Publicity

a) We may collect and use information you provide to us or we obtain or which is derived from your use of the Licensed Products (including shipping information) or software maintenance and other services for the Licensed Products; provided that such information will be used for our internal purposes related to systems analysis and research, customer segmentation and/or the manner or method in which we conduct business with our customers.

b) You grant to us (and our affiliates and vendors, if applicable) the right to use the data you provide to us as necessary to provide the services through the Licensed Products in accordance with FAR 52.224-1, 52.224-2 and 52.239-1 (the "Privacy Requirements").

c) You assign to us all right, title, and interest (including all rights in copyright and resulting patents) in any data, information, feedback, suggestions, and written materials provided to us related to your use of the Licensed Products.

d) You will ensure that you have the appropriate rights to (including the right to provide to us) all data, files, materials or other information that you provide to us in connection with our provision of the Licensed Products.

e) You agree that we can use your name in our client list and identify you as a client when communicating with prospective clients, in each case along with our product or service that you are using. You agree that we can use your name and logo in marketing content, including in an advertising campaign, with your prior consent.

14. General

- a) If you or we do not immediately take action on a violation of this Agreement, we are not giving up any rights under this Agreement, and we may still take action at a later point.
- b) Notices under this Agreement will be effective: (i) in the case of a notice to you, when we send it to the last email or physical address you gave us or any address you may later provide; (ii) in the case of a notice to us alleging a breach of this Agreement, when delivered to us by email to legalnotices@pb.com or by overnight courier or delivered in person to Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 along with a copy to our legal counsel: Attn. Chief Legal Officer and Corporate Secretary, or any addresses we may later provide; and (iii) in the case of any other notice when delivered to us by physical mail to Pitney Bowes Inc., EVP & President, Pitney Bowes Sending Technology Solutions, 3001 Summer Street, Stamford, CT 06926 or when you create a case at www.pitneybowes.com/us/contact-us.html (follow the instructions under “how to create a case”).
- c) If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision will be severed from this Agreement and the other provisions will remain in full force and effect.
- d) If physical delivery of the Licensed Products is required, delivery will be FOB point of origin. We may, to the extent available, deliver the Licensed Products, Enhancements or key codes electronically via the Internet or permit you to download the Licensed Products, Enhancements or key codes from our website.
- e) You agree: (i) to comply with all U.S. export control laws and regulations; (ii) not to export, reexport, or provide the Licensed Products to any destination or to any person if prohibited by any U.S. law or regulation; and (iii) to immediately notify us in writing if you or one of your affiliates is or becomes listed in any Denied Parties List or if you or any of your affiliates export privileges are denied, suspended or revoked by any U.S. Government entity.
- f) Nothing contained in this Agreement will be construed to constitute either party as a partner, joint venturer, co-owner, employee or agent of the other party and neither party will hold itself out as such.

15. Choice of Law

- a) This Agreement is governed by federal law.
- b) Reserved.
- c) Reserved.
- d) This Section 15 will survive any termination of this Agreement or an Order indefinitely.

16. Verification

With 10 days' written notice to you, we or our designated third party may verify your compliance with this Agreement at all locations and for all environments in which you use the Licensed Products. The verification will take place no more than one time per twelve-month period during normal business

hours in a manner that minimizes disruption to your work environment. We may use an independent third party under obligations of confidentiality to provide assistance. We will notify you in writing if any such verification indicates that you have used the Licensed Products in excess of the use authorized by this Agreement. You agree to enter into an additional Order and pay all associated fees directly to us for the charges that we specify, including: (i) any excess use; (ii) maintenance and/or subscription fees for the excess use for the duration of such excess; and (iii) any additional charges determined as a result of the verification.

17. U.S. Government Restricted Rights

If you are an agency of the United States Government, use of the Licensed Products by the Government constitutes acknowledgment of our proprietary rights in the Licensed Products and such Licensed Products will be: (i) deemed “commercial computer software” or “commercial computer software documentation” and the Government’s rights with respect to such Licensed Products and documentation are limited by this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.72021(a), as applicable, or their successors; and (ii) subject to “RESTRICTED RIGHTS”, as described in FAR52.227-14 and/or DFAR252.227-7013 et seq., as applicable. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in these regulations.

18. Entire Agreement

This Agreement is the entire agreement between us and supersedes all prior written or verbal agreements, proposals, understandings and discussions. We will not be subject to pre-printed or standard terms contained on any purchase order or other purchasing document, and we specifically disclaim such terms. This Agreement cannot be modified unless agreed to by both you and us in writing.

Exhibit A
Product Terms

If you have ordered the following products, your use of that product will be subject to the Product Terms below. Capitalized terms not defined below will have the same meanings set out in this Agreement.

SendSuite® Live (On-Premise)

Warranty

Due to its installation procedures, the Warranty Period for the SendSuite Live shipping software for multiple sites ("Multi-Site Software") is one year from the date of Acceptance of the Multi-Site Software at the initial site. "Acceptance" will be deemed to have occurred on the earlier of: (i) when you have indicated acceptance of the Licensed Products; (ii) after 30 days from delivery of the Licensed Products (the "Acceptance Period") unless you provided a notice of rejection during such period; or (iii) when the Licensed Products have been installed and conform to all substantial operational functions described in the user manual. You will not unreasonably withhold or delay Acceptance.

Exhibit B

Shipping & Mailing Maintenance Services Terms MAILING AND SHIPPING SOFTWARE AND DATA PRODUCTS

SOFTWARE MAINTENANCE, SUPPORT, AND DATA SUBSCRIPTION SERVICES

Pitney Bowes ("PB") offers a world class level of technical support to our clients, providing assistance in the resolution of technical issues with PB software products, ensuring that our clients have access to the most up to date versions available of their licensed software, and updates to Data subscriptions (the "Products"). Two (2) levels of Software Maintenance Services ("SMA" or "Maintenance Services") are available to clients, based on the client's needs and elected at time of purchase. All Maintenance Services are provided in accordance with the license agreement and applicable ordering document (the "Order") between you and PB related to the applicable Product. Maintenance Services do not include professional services, custom development, new feature additions, hardware support, hardware parts or consumable supplies, equipment support, system back-ups, training or other services, which, if purchased by you, will be set forth elsewhere in your license agreement or in a separate agreement with PB.

PB will provide you with the following Maintenance Services, based on the elected Tier.

SMA TIER 1 (STANDARD) MAINTENANCE SERVICES.

As part of SMA Tier 1 Maintenance Services, PB will provide you with the following:

1. SELF HELP. 24/7 access to web self-help and user and product support articles.
2. TECHNICAL SUPPORT. PB provides all technical support over the phone and via the Internet ("Remote Support") unless otherwise specified. To receive Remote Support you will be requested to provide access to your system or computer, and it is within your discretion to determine the level of access granted to PB to receive Remote Support, which you grant at your own risk. When logging an issue it is required that you provide information in sufficient detail for PB to reproduce the problem. PB can also assist you in the diagnosis of your IT environmental or infrastructure issues for an additional fee.
 - a. Telephone Support. PB Product Support is available from 7 am to 7 pm Central Time, Monday through Friday, excluding PB observed US holidays ("Normal

Operating Hours"). You may contact PB Product Support toll-free by phone during Normal Operating Hours.

b. Electronic Requests. You may submit a request to PB Product Support electronically by going to www.pitneybowes.com and submitting a ticket 24 hours a day, 7 days a week. Requests received outside Normal Operating Hours are processed the next business day.

3. FIXES. Corrections or changes to the Product to correct errors or otherwise make the Product materially conform to the applicable Product documentation (commonly referred to as "fixes" or "patches").

4. PRODUCT UPDATES. PB will provide you with customer-installable updates, some that may be required to support industry compliance or continued use of the Products, as they become commercially available ("Updates"). Updates may include fixes or minor changes to the Product or additional carrier functionality or routine revisions to comply with carrier requirements. Updates may include changes to the Product documentation to reflect changes included in the applicable Update. You must be fully current with the installation of all Updates to be eligible to receive Maintenance Services. New features or functionality for the Product and non-routine or non-generally applicable revisions ("Upgrades") may become available from time to time, for an additional fee. PB reserves the right not to add functionality or carrier services, even though they may be available from the carrier.

5. DATA UPDATES. If your Product includes data that is licensed separately as a subscription ("Data"), PB will distribute to you each Update to the Data as they are made available to PB by its third party vendors, or with the frequency set forth in your license agreement or Order. If you require additional distribution of the Data or a Data Update, an additional service charge may apply.

6. RATE CHANGES. If your Product requires carrier rate information supplied by PB, client-installable rate change replacements will be provided to you based on the carrier coverage selected in the Order. Rate change replacements include postal or carrier rate increases and decreases, zip code or zone changes and changes in service provided by carriers (e.g. required new report formats or geographical expansions) and, if elected on the Order, a single UPS custom rate change per calendar year. Rate changes do not include other custom rate changes, new classes of services offered by carriers, and new rates needed to establish a new home zip code because of a change in location.

7. DELIVERY; IMPLEMENTATION. All Updates, Upgrades, fixes, Data Updates and rate changes will be delivered electronically unless physical media options are

provided at PB's discretion. All Updates, etc. are your responsibility to install and implement unless otherwise agreed to in writing by PB, which will incur fees at PB's then current rates.

8. ON-SITE SUPPORT. On-site support is not offered under SMA TIER 1 maintenance service. If you request on-site support, you will incur fees at PB's then current rates at the time of the request.

SMA TIER 2 MAINTENANCE SERVICES.

Includes all the services provided in SMA Tier 1, plus if Remote Support is unsuccessful at resolving the reported issue, on-site service and support will be provided at your location for no additional charge. If PB determines that support must be provided onsite, such support will be provided Monday through Friday, from 8 am to 5pm in your local time zone, excluding PB observed holidays. Average response time is within one (1) business day of PB determining that on-site support is required. Request for on-site support outside of these hours or without providing PB with access and opportunity to solve issues remotely may result in additional fees.

STANDBY SUPPLEMENT OPTION (Available in US Only).

Under your SMA Tier 1 and SMA Tier 2 options, you may elect to purchase supplemental Standby Support. This option will make emergency Remote Support, (and not general user queries) available to you outside of Normal Operating Hours. You access this support by contacting the PB Product Support toll free number. This Standby option is charged at an annual or monthly rate as set forth in your Order, with additional usage fees associated with each incident of Standby Support accessed at then-current rates.

PREMIER SUPPORT ADD-ON SUPPLEMENT OPTION.

Under your SMA Tier 1 and SMA Tier 2 options, you may elect to purchase supplemental PREMIER SUPPORT. This option is charged at an annual or monthly rate as set forth in your Order and will make the following Premier Support service benefits available to you:

- Upon initial sign up for Premier Support, your assigned Account Manager will contact you at the phone number you provide with your Order, confirm future preferred method of contact, and discuss the following benefits.
- You will be given a premier 4-digit PIN number to access the team of Premier Support Agents and Case Managers. This gives you direct access to Level 2 Support Desk Agents and Case Managers for product support issues.

- When you use the premier PIN code, your call will be queued in front of all nonPremier calls and routed to the Level 2 Support Desk Agents. As a result your call will be answered ahead of any other non-Premier callers.
- Your product support case will be managed by a single point of contact all the way through the resolution of your case. If Pitney Bowes determines a dispatch of a technician to your site must be created, your assigned Case Manager will coordinate the field technician visit with our dispatch center so that it is handled in an expedited manner and follow up to ensure successful resolution.
- You are able to request alternate forms of remote access sessions for product support initiated by you. Upon your request, we will make reasonable attempt to employ the remote access technology that you choose for product support.
- Should any parts be required, we will make reasonable attempt to expedite the part(s) to your location for next day installation and repair.
- Your assigned Account Manager will conduct a support assessment two (2) times per calendar year which would include consultative analysis to ensure you are optimizing the value of this level of support.

SMA and Add On Features

SMA Coverage Attributes	No SMA	SMA Tier 1	SMA Tier 2	24 / 7 Supplement (Add on)	Premier Support (Add on)
Self Help: 24/7 access to web self-help and user and product support articles	Included	Included	Included	Per SMA Tier opted	
Technical Support: Telephone and Remote, Mon-Fri 8AM EST to 8PM EST	Billable	Included	Included		
Distribution of Software Fixes, Patches, Updates, Carrier Rate Changes (if applicable), and Data Updates (if applicable)*	Billable	Included	Included		
On-Site Support	Billable	Billable	Included		
Refresher Training	Billable	Billable	Billable		
24/7 Emergency Standby Phone Support Coverage	Billable	Billable	Billable		
Direct Access to Premier Support Case Agents	Not available	Not available	Not available	Not available	Included
Assigned Account Support Manager	Not available	Not available	Not available	Not available	Included
First In Line Phone Routing	Not available	Not available	Not available	Not available	Included
Expedited Field Dispatch	Not available	Not available	Not available	Not available	Included
Expedited (Overnight) Parts Shipment	Billable	Billable	Billable	Billable	Included
Semi Annual Support Review	Not available	Not available	Not available	Not available	Included
Installation of Carrier Rates Updates	Billable	Billable	Billable	Billable	Included

SERVICE LEVELS.

PB will use commercially reasonable efforts to respond to issues you report. Initial determination and classification of reported issues will be made by PB, who will evaluate the reported issue and assign it an appropriate severity level.

SEVERITY LEVEL	DESCRIPTION OF ISSUE	STATUS UPDATES	PB ACTION
Critical	Mission-critical emergency: organization is directly impacted; and Primary functionality of the Product is lost; and No Temporary Workaround available at time of the call.	No less frequently than daily at end of day	Critical issues are worked on continuously during Normal Operating Hours until the Critical issue is resolved or a Temporary Workaround is found. A plan will be developed to resolve the issue with the primary functionality of the Product and appropriate resources will be identified to implement the plan. When Temporary Workaround is identified and implemented, the severity level is downgraded.
High	Severe loss or reduction of service; and An important function is experiencing a reproducible problem causing serious inconvenience; and primary functionality of Product is reduced; but A Temporary Workaround is available.	No less frequently than daily at end of day	High severity issues are worked on during Normal Operating Hours until the issue is resolved or a Workaround is identified. A plan will be developed to resolve the primary product functionality of the Product and appropriate resources will be identified to implement the plan.
Medium	Minor loss or reduction of service. Secondary function is impaired or experiencing an intermittent problem: a <u>less</u> common operation fails frequently but with some inconvenience. Medium effort Workaround is available.	Weekly or upon request	PB will use commercially reasonable efforts to provide an acceptable Workaround and incorporate a solution to the problem in the earliest possible scheduled maintenance or product release. PB Product Support may be contacted for status monitoring of any error.
Low	Minor inconvenience of service. A less common operation fails occasionally causing low level inconvenience. Low effort Workaround is available.	Upon Request; or mutually agreeable time schedule	PB will use commercially reasonable efforts to provide a Workaround. As appropriate the issue will be logged as an error or request and a tracking number provided; every effort will then be made to incorporate a solution in a future product release. PB Product Support may be contacted for status monitoring of any error.

A “Temporary Workaround” is a Workaround that provides a temporary solution to the reported issue, but is not suitable for permanent use.

A “Workaround” is any solution to a reported issue that does not involve changing the source code of the Product, including using alternate process/approach/method to successfully accomplish the task while by-passing the problem, or installation changes including upgrading to a newer version of the Product incorporating a fix or upgrading the operating system, version, or service pack.

ELIGIBILITY. You are entitled to receive Maintenance Services for your Product under the following conditions:

1. Your license agreement and maintenance term are both paid up and current;
2. You have identified to PB appropriate technical support contacts within your organization (if your organization has 50 or more users, please see Multiple User Policy, below);

3. You have implemented the most current update or patch available for your Product;
4. You have performed routine and preventative maintenance on your systems, including disaster recovery backups, operating system updates, implementing anti-virus protection, and SQL patches and updates;
5. Your Product has not been modified (if such modification was performed by PB at your request, additional fees may apply for Maintenance Services on modified Product); and
6. Your use of the Product is in accordance with your license agreement and the documentation and in the manner reasonably intended by the Product. Maintenance Services will not be provided to installations of the Product in unsupported environments.

TERM; TERMINATION. Maintenance Services are billed in arrears, as stated on your Order. Maintenance Services begin on the effective date of your license agreement, and, unless terminated pursuant to the terms below, will continue for 12 months for Maintenance Services obtained under a purchase order, or for the Lease Term for Maintenance Services obtained under a Lease. Any term may be renewed by mutual agreement of the parties and upon issuance of an Order by you. Other than (a) termination for non-appropriation, (b) default by PB, or (c) termination within 30 days of your receiving notice from PB of a material change in Maintenance Services, Maintenance Services are non-terminable by you during the term. If during the term, PB discontinues Maintenance Services, or materially changes Maintenance Services and you elect to terminate, your sole remedy will be a pro-rata refund of any pre-paid but unused Maintenance Service fees, or a reduction of Lease payments in the amount allocated to such Maintenance Services for the balance of the Lease Term. In the event of termination for any reason, you remain responsible for the payment of services rendered by PB through the effective date of termination.

MULTIPLE USER INSTALLATIONS (For 50+ users at any individual location).

If your Product has 50 or more users at any location within your organization, Maintenance Services are provided under the following policy:

1. You must identify a limited number of your staff to become trained by PB on the Product you license in order for such staff to be able to provide limited technical support to other users within your organization ("Authorized Personnel").
2. After staff training is complete, all users within your organization should log all initial requests for technical support with the Authorized Personnel in a manner to be determined and established by you. Authorized Personnel will be responsible for responding to all internal requests for technical support, resolving all "how to" and other questions or problems, and escalating internally within your organization for

further support and determination of the nature of the problem, and ensuring that the problem is with the Product, and is not able to be addressed internally within your organization. For such problems that are unable to be addressed without PB assistance, a limited number of Authorized Personnel will be mutually agreed to as responsible for escalating requests for assistance to PB, who will then provide technical support assistance to the Authorized Personnel for issue resolution with the Product. Any issue escalated to PB for technical support must be related to the Product (and not to the organization's operating environment or other hardware or software) and must be documented in sufficient detail in order to reproduce the problem.

3. If your organization does not have Authorized Personnel available, PB may be able to provide additional technical support assistance for an additional fee (please consult your account representative for more information).

EXHIBIT C

Addendum to Software License and Maintenance Agreement for Hosting by Pitney Bowes of Pitney Bowes Software

This Addendum is between Pitney Bowes Inc., a Delaware corporation, with offices at 3001 Summer Street, Stamford, CT 06926 ("**Pitney Bowes**") and the customer ("**Licensee**") named in a Sales/Lease Agreement with Pitney Bowes or one of its affiliates pursuant to which Licensee has agreed to pay a hosting fee for Pitney Bowes to host certain Pitney Bowes Software licensed by Pitney Bowes to Licensee under a Software License and Maintenance Agreement (the "**License Agreement**"). This Addendum sets forth the terms pursuant to which Pitney Bowes will host for Licensee such Pitney Bowes Software. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the License Agreement. LICENSEE'S SIGNATURE BELOW, OR USE OF THE PITNEY BOWES SOFTWARE, CONSTITUTES LICENSEE'S AGREEMENT TO THIS ADDENDUM.

1. Definitions

- (a) "**Host Environment**" means all software, middleware and hardware necessary to host the Pitney Bowes Software, including, without limitation, host servers; server, telecommunications and security software; database software; operating systems; client access hardware; back-up systems; network routing; system monitoring; and Internet access.
- (b) "**Pitney Bowes Hosting Period**" means the period during which Pitney Bowes has agreed to host the Pitney Bowes Software and Licensee has paid for such hosting.
- (c) "**Licensee Hosting Period**" means all times other than the Pitney Bowes Hosting Period.

2. Pitney Bowes Hosting Period

The following terms apply during the Pitney Bowes Hosting Period:

- (a) Pitney Bowes shall: (i) host the Pitney Bowes Software for Licensee on server(s) at a Pitney Bowes or thirdparty facility ("**Host Servers**"); and (b) provide all appropriate and necessary application support, Software Maintenance, network security within the host firewall and load balancing for the Pitney Bowes Software for Licensee's use. As part of the foregoing, database transactions will be captured on a continuous basis, replicated to a backup system during Hosting Measurement Hours (as defined in Section 3 of this Addendum) and copied daily to a tape that is sent to a secure off-site storage facility.
- (b) The Pitney Bowes Hosting Period for Pitney Bowes Software that is financed under a Lease Agreement shall be the term of the Lease Agreement. The Pitney Bowes Hosting Period for Pitney Bowes Software subject to a Sales Agreement shall be for the term indicated in the Sales Agreement.
- (c) Pitney Bowes shall use commercially reasonable efforts to minimize downtime of the Host Servers for maintenance, updates and revisions to the Pitney Bowes Software and other software, hardware and equipment associated therewith. Except as expressly set forth in this Addendum, Pitney Bowes makes no representation, warranty, guaranty or other assurances regarding up-time of the Host Servers or the availability or accessibility of the Pitney Bowes Software.
- (d) Licensee shall provide Pitney Bowes, in writing, with the name, email address and telephone number of a Licensee representative whom Pitney Bowes may contact in the event of any Downtime (as defined in Section 3 of this Addendum). Pitney Bowes shall notify such representative by email when Downtime has exceeded fifteen (15) minutes. If an acknowledgement or notification of receipt of such notice is not received within thirty (30) minutes, up to two (2) attempts will be made by Pitney Bowes to reach such representative by telephone, leaving a message if possible. The same procedure will be followed when the Downtime has ended.
- (e) Licensee shall be solely responsible for: (i) its access to the Pitney Bowes Software through a Licensee WAN and to the Internet; (ii) providing, operating and maintaining all software (other than the Pitney Bowes Software to the extent Pitney Bowes is responsible therefor under this Addendum) and hardware in its locations or which may otherwise be required in connection with the Pitney Bowes Software and the use thereof; and (iii) without limiting the foregoing, configuration of the Pitney Bowes Software for each location,

including, without limitation, user ID's, security levels and carrier accounts. Any changes by Licensee to the operating environment of its computer systems which require a revision of the Pitney Bowes Software or additional work by Pitney Bowes are subject to Pitney Bowes's prior written consent and an additional charge by Pitney Bowes.

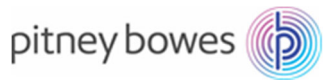
- (f) Licensee shall provide Pitney Bowes with such cooperation as Pitney Bowes shall reasonably request with respect to Pitney Bowes's obligations under this Addendum, including, without limitation, by providing access through Licensee's firewall to the Pitney Bowes hosted network.
- (g) Pitney Bowes may provide links to external sites that cause Licensee to leave the site at which the Pitney Bowes Software is available. Any such link is provided for the use and convenience of Licensee. The appearance of a link does not constitute an endorsement, recommendation or certification by Pitney Bowes of the external link; and should not be construed as a suggestion that the external link has any relationship with Pitney Bowes except as expressly provided in the Pitney Bowes Software or the UserManual.
- (h) Pitney Bowes automatically collects and/or tracks: (i) the home server domain names, e-mail addresses, type of client computer, and type of web browser of users to the web site at which the Pitney Bowes Software is available, (ii) the e-mail addresses of users that communicate with Pitney Bowes; (iii) other information knowingly provided by the user; and (iv) aggregate or specific information on what pages users access. Pitney Bowes may use a technology called "cookies". These cookies may be used to obtain data such as the user's name, user-name and pages viewed.
- (i) The volume of transactions is expected to be reasonably evenly distributed throughout the year. Licensee acknowledges that peaks of volume may adversely affect hosting performance and that Pitney Bowes reserves the right to modify the hosting fee as a result of repeated peaks.

3. Downtime during Pitney Bowes Hosting Period

- (a) For purposes of this Addendum, the following terms have the meaning set forth next to them:
 - (i) **"Hosting Measurement Hours"** means, during the Pitney Bowes Hosting Period, 6 a.m. to 9 p.m., Central Time, Monday through Friday, excluding national holidays.
 - (ii) **"Measurement Period"** means, during the Pitney Bowes Hosting Period: (A) the first full twelvemonth calendar period beginning after the later of: (1) the date on which Licensee has paid all amounts due to Pitney Bowes under the Sales Agreement or payments have begun under the Lease Agreement; or (2) Licensee's acceptance of the Pitney Bowes Software on a Delivery and Acceptance Form or other form provided by Pitney Bowes; (B) each successive full twelve-month calendar period thereafter during the Pitney Bowes Hosting Period; and (C) the final period at the end of the Pitney Bowes Hosting Period following the periods referred to in (A) or (B), provided that such final period shall be at least three (3) full calendar months.
 - (iii) **"Downtime"** means the time during Hosting Measurement Hours when the shipping functionality of the Pitney Bowes Software is not available for use by Licensee as a result of unscheduled downtime of the Pitney Bowes Software caused by: (A) Pitney Bowes personnel; or (B) Pitney Bowes equipment and related software that are within Pitney Bowes's firewall and are used for operation of the Pitney Bowes Software.

"Downtime" does not include, without limitation, downtime or unavailability of the Pitney Bowes Software: (1) caused by Licensee personnel, representatives or agents or by Licensee or thirdparty equipment or software; (2) caused by usage of the Pitney Bowes Software in excess of the expected or permitted usage, with such usage spread reasonably evenly throughout the Measurement Period; (3) related to content or applications associated with the Pitney Bowes Software but not within Pitney Bowes's commercially reasonable control; (4) related to Internet or telecommunication performance; (5) resulting from unscheduled maintenance to resolve or avoid a problem where such resolution requires less than fifteen (15) minutes; (6) caused by matters within the scope of Section 8 (Force Majeure) of the License Agreement; or (7) outside of Hosting Measurement Hours. In addition, "Downtime" does not include downtime or unavailability of the reporting or administrative functions of the Pitney Bowes Software.

- (iv) **“Allowable Downtime”** means one percent (1%) of the Hosting Measurement Hours in a particular Measurement Period.
 - (v) **“Unit of Downtime”** means six (6) hours of Downtime.
- (b) Licensee shall give Pitney Bowes’s technical support staff prompt notice of Downtime. Notice shall be given by telephone (with a voicemail message left if a technical support staff member is not contacted in person) and by email to an address provided by Pitney Bowes for such purpose.
 - (c) For each Unit of Downtime in excess of Allowable Downtime during a Measurement Period, Pitney Bowes will provide Licensee with a credit in an amount equal to one-tenth of one percent (0.1%) of the hosting fee paid by Licensee with respect to such Measurement Period; provided, however, that in no event shall the aggregate credit with respect to any Measurement Period exceed the hosting fee paid by Licensee with respect to such Measurement Period. Agreed-upon credits may be applied toward future amounts due to Pitney Bowes for hosting or Software Maintenance. If no such amounts are expected to be due, upon Licensee’s request, Pitney Bowes shall pay Licensee an amount equal to such credits.
 - (d) Each party shall supply the other with the basis of its calculation of Downtime and shall, in good faith, consider the other’s information and try to mutually agree on actual Downtime, if any, for purposes of this Addendum.
 - (e) Payment of the amount set forth in Section 3 of this Addendum is Licensee’s sole right and remedy with respect to Downtime or performance of the Pitney Bowes Software or Pitney Bowes’s hosting of the Pitney Bowes Software during the Pitney Bowes Hosting Period.
4. **Licensee Hosting Period.** At all times other than during the Pitney Bowes Hosting Period: (a) Licensee shall be solely responsible for: (i) hosting the Pitney Bowes Software for its use; and (ii) acquiring, installing, operating and maintaining the Host Environment; and (b) Pitney Bowes has no responsibility or liability for, and makes no representation or warranty, with respect to, the Host Environment; any recommendations made with respect to the Host Environment; or any websites accessed through the Pitney Bowes Software.
5. **Licensee Hosting Period and Pitney Bowes Hosting Period.** During both the Licensee Hosting Period and the Pitney Bowes Hosting Period, Licensee: (a) is solely responsible for its use of any websites accessed through the Pitney Bowes Software, whether such access is provided for Pitney Bowes Software functionality, as a matter of convenience or otherwise; and (b) uses such websites entirely at its own risk.
6. **Termination.** This Addendum shall terminate upon termination of the License Agreement.
7. **Entire Agreement.** This Addendum, together with the License Agreement and the other agreements referred to therein, contains the entire understanding of the parties with respect to the matters herein and therein. The License Agreement and this Addendum together constitute the “Agreement” as such term is used in the License Agreement. To the extent that any terms and conditions of the License Agreement conflict with the provisions of this Addendum, the provisions of this Addendum shall govern. Except as specifically provided herein, all terms and conditions of the License Agreement shall remain in full force and effect.



NOTE: In accordance with Clause 552.212-4(s), the Unenforceable Clauses provision of 552.212-4(w) takes precedence over any Commercial Supplier Agreement (CSA) incorporated into contract 47QSMA21D08R3. The language of Clause 552.212-4(w) Commercial Supplier Agreements – Unenforceable Clauses shall be deemed incorporated into all commercial supplier agreements associated with Contract 47QSMA21D08R3.

ON-DEMAND SUBSCRIPTION SERVICES AGREEMENT
SendPro® 360 Products and SendPro 360 FedRAMP Products
(Last modified June 6, 2022)

Thanks for using our on-demand subscription services. These terms define the terms and conditions under which you're allowed to use the on-demand subscription services and how we'll treat your account while you're utilizing the on-demand subscription services. If you have any questions about our terms, feel free to contact us at gsa.contract@pb.com.

We'll start with the basics, including a few definitions that should help you understand this agreement.

This On-Demand Subscription Services Agreement (this "Agreement") is between you and Pitney Bowes Inc. ("we", "us", and "our"). This Agreement will only apply if the on-demand subscription services identified in your order form (the "Order") are not covered by one or more separate On-Demand Subscription Services Agreements. Your on-demand subscription services may also require one or more Statements of Work (each a "SOW").

The web sites through which you access the on-demand subscription services (each a "Site"; the on-demand subscription services and the Sites are collectively called the "Services") are owned and operated by us or our vendors. Additional product-specific terms applicable to certain of the Services ("Product Terms") are attached as Exhibit A and are incorporated into this Agreement.

1. Eligibility

In order to use the Services, you must provide true, complete and up to date contact information for so long as you access the Services. You won't use the Services in a way that violates any laws or regulations, including any relating to data protection and privacy. We may refuse service or close your account if you fail to comply with this Agreement.

2. Use of the Service

- a) As long as you continue to comply with the terms of this Agreement, we grant you a non-exclusive, non-transferable license to access and use the Services for the number of months, and for up to the number of users, number of locations, transactions, or other volume metrics specified in the Order. If applicable, you may upgrade your plan for additional fees. We reserve all rights to the Services not expressly granted to you in this Agreement.
- b) You agree that you will use the Services only for business or commercial purposes and not for personal, family or household purposes.
- c) You won't use the Services for or make the Services available to any third party, without our prior written consent. In addition, you agree not to use the Services to send infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the Services. Disruptions include but are not limited to denial of service attempts, distribution of advertising or chain letters, propagation of computer worms and viruses, or use of the Services to make unauthorized entry to any other device accessible via the Services. For the Services and related software, you will not (i) make derivative works; (ii) sublicense, sell, rent, lease, lend, time-share, disclose, transfer or host the Services, documentation or any other confidential or proprietary information to or for any other parties; (iii) use the Services to modify or reproduce a third party's materials unless you have the legal right to do so; (iv) distribute any part of the Services over any network, including a local area network; or (v) extract any data from the Services and use such data for any purpose other than for your use of the Services.

- d) If you are delivered software for on premise installation as part of the Service (“Software”) the following additional terms apply: You won’t (i) reverse engineer, decompile or disassemble the Software; (ii) make copies of the Software, other than a reasonable number of copies for use for disaster recovery purposes; and (iii) separate the components of the Software, or install and use such components separately and independently of the Software they comprise.
- e) If you do not comply with this Section 2, you will be in material breach of this Agreement, and we will have the right to immediately terminate your use of the Services.

3. Term and Termination; Suspension

- a) The term of this Agreement begins on the effective date of the Order and will remain in effect for each Service for the duration of the Order or SOW applicable to such Service. Each Order or SOW will be effective as of the date in such Order or SOW and will remain in effect until its expiration or until your account is closed. If this Agreement is terminated, any Order entered into beforehand will, unless terminated under another provision of this Agreement, remain in effect for its entire term and this Agreement will remain in effect until the Order terminates.
- b) Unless the Product Terms state otherwise, you may terminate your account at any time and for any reason by giving thirty days’ notice to us.
- c) We may at any time without notice: i) refuse to accept or fulfill your Orders or any part of any Orders for the Sites and/or Services; or ii) move, suspend or terminate all or any part of the Sites and/or Services or terminate your account.
- d) Once your use of a Service is terminated, (i) we may permanently delete your account and all the data associated with it, in accordance with our records management policies and as permitted by applicable law, (ii) you must immediately stop using the Service and Software, and remove any Software from the computers on which it was installed, (iii) each party will promptly return or destroy all confidential information of the other party; and (iv) your access to the Service will continue through the current billing period for access to the Service (the “Billing Period”) for which you have paid in advance, unless you have failed to comply with this Agreement, in which case your access will be immediately revoked. You won’t be entitled to a refund from us under any circumstances.
- e) Termination of this Agreement will be in addition to and not in lieu of any other legal or equitable remedies available to us.

4. Changes

We may change the Services and any features from time to time, and if such changes are material, we will notify you by sending an email to the last email address you gave to us. If you do not wish to continue using the modified Services, you may terminate your use of the Service, effective the last day of the current Billing Period for which you have paid in advance. The parties may change any terms of this Agreement upon mutual written agreement.

5. Account and Password

By registering for the Services, you may be prompted to establish certain passwords and provide other access information to enable you to use the Services. If your Services require federated or single sign-on access, your password and access is managed by the purchasing entity. You represent that you have all necessary authority to establish an account with us on behalf of the business. The account name, password and access information is confidential information and should be used solely by you to access your account and use the Services. You are responsible for keeping your account name, password and access information confidential. You will take all reasonable steps to prevent unauthorized access to your account and you will immediately notify us of any unauthorized use of your accounts or any other breach of security. We aren’t responsible for any losses due to stolen or hacked passwords.

6. Account Disputes

We don’t arbitrate disputes over who owns an account. You won’t request access to or information about an account that’s not yours. We decide who owns an account based on the information that has been

provided to us with respect to the account, and if multiple people or entities are identified, then we will rely on the contact information listed for that account.

7. Fees; Payment Terms

- a) You will pay the fees for the use of the Services which are posted on the Sites or described in an Order or SOW, and may be changed from time to time, unless specified as conditions of a subscription type. These fees do not include: (i) any applicable sales, use or other taxes, which will be separately identified on your invoice; (ii) usage-based fees for the Services, which will be separately identified on your invoice, and (iii) charges for any services not contemplated by this Agreement, such as special programming, which may be available upon request and are subject to our then-current rates. Except as provided in an Order or SOW, your subscription for the use of the Services will be billed in advance with the first payment due at the time of registration and with each subsequent payment due on the due date specified in the invoice for the payment. Section 7(a)(i) shall not apply if your agency is tax exempt.
- b) We will automatically charge your payment source the cost of your subscription at the beginning of each Billing Period. Please note that we may receive updated billing information regarding your credit card account or other payment source and you consent to our receiving such updates.

8. Personal Information

If any of the Services collect or stores individually identifiable personal information, then we will comply with FAR 52.224-1, 52.224-2 and 52.239-1 (the "Privacy Requirements").

9. Trademarks

Pitney Bowes, the Pitney Bowes logo, and associated brand names and domain names are our intellectual property in the United States and other countries. All marks not owned by us are the property of their owners. You may not use, and nothing contained on the Sites or in this Agreement grants any right to use, any trademark displayed on the Site without our written permission or from the owner of the trademark. In addition, except as explicitly set forth in this Agreement, you will not use any copyrighted work displayed on the Sites or any of our other intellectual property without our prior written consent.

10. Feedback; Data

- a) You grant to us (and our affiliates and vendors, if applicable) the right to use the data you provide to us as necessary to provide the Services and as provided in the Privacy Requirements. We reserve the right to use, without limitation, any anonymized or aggregated data that does not identify you or any user of the Service relating to use of the Service. We retain the right to use data derived from your use of the Service for our internal purposes and for the purposes of performing analytics on the Service, or for improving or enhancing the Service or other products or services offered by us to our customers, all in accordance with the Privacy Requirements.
- b) You assign to us all right, title, and interest (including all rights in copyright and resulting patents) in any data, feedback, suggestions, and written materials provided to us related to your use of the Services.
- c) You'll ensure that you have the appropriate rights to (including the right to provide to us) all data, files, materials or other information that you provide to us in connection with our provision of the Services.

11. Product Support

As part of your access to the Services, we will provide you with product support in accordance with the terms attached as Exhibit B.

12. LIMITATION OF LIABILITY

- a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE SERVICE AND WE WILL NOT BE LIABLE FOR ANY SUCH LOSS. IF THE WAIVER OF LIABILITY IN THE PREVIOUS SENTENCE IS NOT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS MADE RELATING TO YOUR USE OF OR**

INABILITY TO USE THE SERVICE IN ANY BILLING PERIOD WILL BE NO MORE THAN WHAT YOU PAID US TO PROVIDE THE SERVICE FOR THE PREVIOUS BILLING PERIOD.

b) WE WON'T BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST POSTAGE, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION OR LOST DATA YOU MAY SUFFER UNDER ANY CIRCUMSTANCES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

13. INDEMNITY

WE SHALL NOT BE RESPONSIBLE FOR, AND SHALL NOT INDEMNIFY, DEFEND OR HOLD YOU HARMLESS FROM ANY CLAIMS OR SUITS (INCLUDING REASONABLE ATTORNEYS' FEES) AGAINST YOU BY A THIRD PARTY BASED ON THE BREACH OF THIS AGREEMENT BY YOU OR ANY USER AUTHORIZED BY YOU. THIS SECTION 13 WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT OR AN ORDER INDEFINITELY.

14. SERVICE AVAILABILITY; DISCLAIMERS

a) YOUR ACCESS TO AND USE OF THE SERVICES MAY BE INTERRUPTED FROM TIME TO TIME FOR VARIOUS REASONS, INCLUDING MALFUNCTION OF EQUIPMENT, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SITES, OR OTHER ACTIONS THAT WE MAY ELECT TO TAKE.

b) EXCEPT AS EXPRESSLY STATED IN ANY PRODUCT SPECIFIC TERMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND THE CONTENT ON THE SITES, INCLUDING ANY THIRD PARTY SERVICE OR DATA, ARE PROVIDED BY US "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY AND NON-INFRINGEMENT. WE DON'T GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT WE WILL CORRECT ALL ERRORS.

15. Third Party Sites and Data

The Sites and this Agreement may contain links to third party websites, including links to the websites of carriers ("Linked Sites"). The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site, including any link contained in a Linked Site, or any changes or updates to a Linked Site. You should contact the site administrator or webmaster for those Linked Sites if you have any concerns regarding such links or the content located there. If the Services perform an address validation function, license terms applicable to use of the USPS data related to such function are found in Exhibit C and are incorporated in this Agreement by reference.

16. Compliance with Laws

Each party will comply with all applicable federal, state and local laws, rules and regulations, including export regulations and privacy laws. You will be solely responsible for the content of all data submitted to us in connection with our provision of the Services and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such data.

USPS Regulations

If you use the Service to print postage or send parcels, letters, and flats ("Packages") with the USPS, you must comply with all USPS regulations applicable to the use of the Service. If you: (a) use your account in a fraudulent or unlawful manner; (b) do not use your account during a consecutive twelve month period; (c) fail to exercise sufficient control over your account to prevent fraudulent or unlawful use; (d) cause or allow the account to be utilized outside the United States without the prior written authorization

of the Manager of Retail Systems and Equipment, U.S. Postal Service, Washington DC 20260; or (e) otherwise fail to abide by the provisions of postal regulations and these terms regarding care and use of your account, then your account may be cancelled. You acknowledge and agree that your account will be closed and your ability to use the Service terminated by us for any of the reasons described above or upon demand by the USPS. You agree that any use of the Service to fraudulently deprive the USPS of revenue can cause you 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 for up to five (5) years and a fine 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 (31 U.S.C. 3802). The mailing of matter bearing a fraudulent imprint is an example of a violation of these statutes. The USPS has granted to us the license as a PC postage vendor to create a shared postage evidencing system that users will use to dispense postage. As a user of such Service, you must understand and acknowledge that authorization to use the Service is granted by the USPS. You accept responsibility for control and use of the Service and agree to abide by all rules and regulations governing its use. The USPS may deny use of or revoke authorization to use a postage evidencing system in the event of (i) failure to comply with rules and regulations; (ii) submission of false or fictitious information; (iii) entering of a series of unpaid or short-paid mail pieces and/or packages in the mail stream; (iv) use of the system for any illegal scheme or enterprise; (v) use of the system outside the customs territory of the United States; or (vi) possession of a decertified system. You must make the postage evidencing system and transaction records available and surrender the system to us, the USPS, or its agent when notified to do so.

17. Assignments

You may not assign any of your rights under this Agreement to anyone else. We may assign or subcontract our rights to any other individual or entity with your prior approval.

18. U.S. Government Restricted Rights

If you are an agency of the United States Government, use of the Services by the Government constitutes acknowledgment of our proprietary rights in software contained in the Services, and such software will be: (i) deemed “commercial computer software” or “commercial computer software documentation” and the Government’s rights with respect to such software and documentation are limited by this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable, or their successors; and (ii) subject to “RESTRICTED RIGHTS,” as described in FAR52.227-14 and/or DFAR252.227-7013 et seq., as applicable. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in these regulations.

19. Choice of Law

This Agreement will be governed by federal law. This Section 19 will survive any termination of this Agreement or an Order indefinitely.

20. Force Majeure

Except for a party’s payment obligations, neither party will be liable for any delays or failure in performance from any cause beyond their control. This includes acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, strikes, power disruptions, and any disruption of internet service not caused by us.

21. Notices

Notices under this Agreement will be effective (i) in the case of a notice to you, when we send it to the last email or physical address you gave us or any address you may later provide; (ii) in the case of a notice to us alleging a breach of this Agreement, when delivered to us by email to legalnotices@pb.com or by overnight courier to Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 along with a copy to our legal counsel: Attn. Chief Legal Officer and Corporate Secretary, or any addresses we may later provide; and (iii) in the case of any other notice to us, when delivered to us by physical mail to

Pitney Bowes Inc., EVP & President, Pitney Bowes Sending Technology Solutions, 3001 Summer Street, Stamford, CT 06926 or when you create a case at <https://www.pitneybowes.com/us/contact-us.html> (follow the instructions under “how to create a case”).

22. Independent Contractor

Nothing contained in this Agreement will be construed to constitute either party as a partner, joint venturer, co-owner, employee or agent of the other party, and neither party will hold itself out as such.

23. Miscellaneous

Neither party will be subject to pre-printed or standard terms contained on any purchase order or other purchasing document, and we specifically disclaim such terms. If there's a conflict between the Product Terms and any other provision of this Agreement, the Product Terms will govern and control. Each Party will cooperate with the other and take such other actions as may reasonably be requested from time to time in order to carry out the intent and accomplish the purposes of this Agreement, including our right to verify your compliance with this Agreement and any Orders at all locations which you access the Services. If we don't immediately take action on a violation of this Agreement, we're not giving up any rights under this Agreement, and we may still take action at a later point. Each party will also keep confidential the terms and conditions of the Agreement and the SOW(s).

Exhibit A

Additional Product Terms PitneyShip™ Pro (aka SendPro 360 Sending) and SendPro 360 FedRAMP (June 6, 2022)

Defined Terms

“**Package(s)**” means parcels, letters, and flats shipped under this Agreement.

“**Carrier**” means a third-party shipping vendor that you use within the Service.

“**Tender**” means the transfer of physical custody of a Package that has a PBI compliant shipping label affixed to it, by you to a Carrier as demonstrated by the scanning of the label by the Carrier.

Use of the Service

In order to use the Service, you must complete the registration process. You may permit your third party contractors to access the Service solely on your behalf and for your benefit so long as the contractor agrees to fully comply with all terms and conditions applicable to the Service. You remain responsible for each contractor’s compliance with these terms and conditions and any breach of these terms. All rights granted to any contractor under these terms terminate immediately upon (i) conclusion of the services provided by the contractor to you that gives rise to such right or (ii) termination of your account or your use of the Service.

Each individual Package Tendered for shipment must originate from a location in the U.S. or certain U.S. territories. You agree that you will only Tender Packages to a Carrier with shipping labels that correspond to the transportation method you selected.

Fees

The fees for the use of the Service don’t include the postage, shipping or other charges imposed by the Carrier for printing postage or labels and sending Packages through the United States Postal Service (the “USPS”) or another Carrier.

Credit Cards; Accounts with The Pitney Bowes Bank, Inc.

Unless (i) you have established and maintain a Reserve Account with The Pitney Bowes Bank, Inc. (the “Bank”) and (ii) you have available funds in a Reserve Account, then as long as you’re utilizing the Service or have an outstanding balance with us, you’ll provide us with valid credit card information. You’ll replace the information for any credit card that expires with information for a different valid credit card. Some charges for the sending of parcels may be billed directly by the Carrier. For all other charges for postage or for the sending of parcels through the Service, including, without limitation, any charges imposed by a Carrier for parcels for which the charges paid by you were insufficient (all such charges are called “Shipping Charges”) and all fees for the use of the Service, we will charge your Reserve Account, if established. In the event that (i) you do not maintain a Reserve Account with the Bank or (ii) you do not have available funds in a Reserve Account, all such fees and charges will be charged to your credit card together with a convenience fee of 3 ½% of the amount of all Shipping Charges and you authorize us to do so.

Using USPS

If you use the Service for shipping with the USPS, you must comply with all applicable terms listed at <https://www.usps.com>. Failure to comply will constitute a material breach and the USPS will provide written notice of termination. However, if allowed by USPS, you will have ten (10) days from date notice

is received from USPS or a copy of such written notification from us, whichever is earlier, to cure your violations of USPS policies and procedures and have USPS rescind its termination notice.

You may be entitled to receive discounted rates for Packages you Tender to the USPS for shipment. Rates are subject to change at any time.

Non-USPS Carrier Requirements

If you use the Service to send Packages with a Carrier other than the USPS, you must comply with the requirements of that Carrier. The terms governing the use of FedEx to send parcels are located at <https://www.fedex.com/> and the terms governing the use of United Parcel Service are located at <https://www.ups.com/>.

Additional Product Terms
SendPro 360 Locker Management and
PitneyTrack (aka SendPro 360 Receiving)
(June 6, 2022)

Use of the Service

You may permit your third party contractors to access the Service solely on your behalf and for your benefit so long as the contractor agrees to fully comply with all terms and conditions applicable to the Service. You remain responsible for each contractor's compliance with these terms and conditions and any breach of these terms. All rights granted to any contractor under these terms terminate immediately upon (i) conclusion of the services provided by the contractor to you that gives rise to such right or (ii) termination of your account or your use of the Service.

Our Responsibilities

The Service may be inaccessible or inoperable during certain periods so that we can perform routine maintenance support services ("Scheduled Downtime"). Scheduled Downtime will be scheduled outside normal business hours, such as nights and weekends. We'll use reasonable commercial efforts to minimize any disruption, inaccessibility and/or inoperability of the Services in connection with Scheduled Downtime or other disruption of Service.

Disclaimers

THE SERVICE MAY CONTAIN A DISABLING DEVICE OR DEVICE REQUIRING ENABLEMENT: (i) TO COMPLY WITH REQUIREMENTS OF REGULATORY AUTHORITIES; (ii) TO PREVENT USE OF THE SERVICE BEYOND THE TERM OF AN ORDER; AND/OR (iii) TO PREVENT USE OF THE SERVICE IN EXCESS OF THE NUMBER OF USERS, TRANSACTIONS, OR OTHER VOLUME METRICS SET OUT IN AN ORDER.

On-Demand Subscription Services Product Support Terms

(Last modified: February 11, 2020)

As part of your access to the Services, we will provide you with the following:

- a) SELF HELP. 24/7 access to web self-help and user and support articles.
- b) TECHNICAL SUPPORT. We provide technical support over the phone and via the Internet (“Remote Support”) unless otherwise specified. To receive Remote Support you must provide us access to your device. When submitting an issue, you will be requested to provide sufficient detail for us to reproduce the problem. Additional support, such as diagnosis of your IT environmental or infrastructure issues, may be available, subject to additional terms and fees.

(i) Telephone Support. PB product support is available from 7 am to 7 pm Central Time, Monday through Friday, excluding PB observed US holidays (“Normal Operating Hours”). You may contact PB Product Support toll-free by phone during Normal Operating Hours. Contact numbers are located at <https://www.pitneybowes.com/us/sendtech-on-demand-subscription-services/product-support-terms.html>.

(ii) Electronic Requests. You may submit a request to PB Product Support electronically by going to www.pitneybowes.com, signing in to Your Account, and submitting a ticket 24 hours a day, 7 days a week. Requests received outside Normal Operating Hours are processed the next business day.

(iii) If there are 50 or more users within your organization, then you must identify a limited number of staff who are responsible for escalating requests for support assistance to us (“Authorized Personnel”). We will provide remote technical support assistance to the Authorized Personnel for issue resolution with the Services. Authorized Personnel will then be responsible for providing technical support to other users within your organization. Any issue escalated to us for technical support must be related to Services provided by us (and not to your organization’s operating environment or other hardware or software). Additional fees will apply if your organization does not have Authorized Personnel available.

Exhibit C

License Terms for use of the USPS Data

(June 6, 2022)

The following terms apply solely to your use of the United States Postal Service (“USPS”) data that is provided under license to you from the licensor from which you receive the USPS data (“Licensor”). Absent a signed Agreement, your use of the USPS Data constitutes acceptance of the terms set forth herein. Capitalized terms used herein and not otherwise defined have the meaning assigned to them in the Agreement. The terms and conditions set forth below supersede any conflicting terms and conditions in the Agreement.

- a) The delivery point validation (the “DPV® Product”), LACSLink® and SuiteLink® and any updates, materials, know-how, computer code, and technical information (hereinafter collectively, the “USPS Data”) are confidential and proprietary to the USPS and shall remain the property of USPS. You shall maintain the USPS Data in strict confidence in accordance with the terms of the Agreement.
- b) You are prohibited from: (i) modifying, improving, correcting, or enhancing the USPS Data in any way; (ii) combining the USPS Data, or any portion thereof, with other information, data, software or the like to create any derivative product of the USPS Data; or (iii) make or reduce to practice any invention, idea or concept, whether patentable or not, on or relating to the USPS Data or any portion thereof without the prior written approval of USPS.
- c) You shall not: (i) use the USPS Data or any of its technology to compile a list of delivery points not already in your possession or to otherwise create a mailing list or portion thereof; (ii) rent, sell, distribute or otherwise provide any of your proprietary address lists, service products, or other system of records that contain address attributes derived or updated through the use of the USPS Data; or (iii) in addition to the foregoing, use SuiteLink for any purposes other than for improving business delivery addresses in multi-occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other item that will be delivered by USPS.
- d) You are not permitted to export the USPS Data outside the United States or its territories.
- e) You agree and acknowledge that USPS retains all right, title and interest in the USPS Data, and all trademarks, trade dress, service marks, trade secrets, copyrights, patents and other intellectual property rights related thereto.
- f) The USPS shall be a third party beneficiary with respect to the license to the USPS Data granted hereunder and thereby shall have the right to directly enforce against you the restrictions with respect to the USPS Data set out herein.
- g) NEITHER LICENSOR NOR THE USPS SHALL BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF THE USPS DATA. This disclaimer is in addition to any other disclaimers of warranties set out in the Agreement.
- h) To satisfy USPS requirements THE DPV PRODUCT SHALL CONTAIN DISABLING DEVICE(S) DESIGNED TO PREVENT USE NOT PERMITTED BY THIS LICENSE. Licensor shall document all disabling devices to you. In the event you encounter the “Stop DPV Processing” function, you shall contact Licensor in order to restore DPV processing capability. Licensor shall immediately notify USPS of your name and address. At the sole discretion of the USPS, Licensor may not have the right to restore your DPV processing capability.

i) Notwithstanding any provision set out in the Agreement regarding any limitation of liability, you shall promptly reimburse Licensor to the full amount of any damages or other claims that Licensor is required to pay, and shall otherwise hold Licensor harmless from demands, costs and damages paid to third parties, which are a result of your failure to comply with any of the obligations set out in these provisions.

j) Notwithstanding anything to the contrary elsewhere in the Agreement or any applicable order, the USPS Data is not licensed on a perpetual basis and may only be licensed for the limited term set out in the applicable order. You may elect to renew your term license to the USPS Data to the extent Licensor continues to offer a license to the USPS Data, for an additional term upon payment of the applicable renewal fees. Licensor shall have the right to terminate your license to the USPS Data if (i) the USPS cancels PBI's or its licensors' right to distribute the USPS Data, (ii) you are in breach of any of the foregoing provisions; or (iii) the Agreement or Order is terminated.