

SENDSUITE® TRACKING ONLINE – ONDEMAND SERVICE CONDITIONS (Australia) – v.1.19

The following terms and conditions (“**SSTO Conditions**”) apply if the Section relating to the SendSuite® Tracking Online (“**SSTO**”) OnDemand Service has been selected:

(SS1) Definitions. For the purposes of these SSTO Conditions, the following terms will have the corresponding definitions: “**Available Hours of Operation**” will be twenty-four (24) hours per day, seven (7) days per week, except for Scheduled Downtime as defined in Condition (SS13), below; “**Client Data**” means any data, such as contact lists (including personally identifiable data such as phone numbers, email addresses, physical addresses, etc.), package tracking data and reports, or other material submitted by you to the Service or provided by you to us for the performance of the Service; “**Documentation**” means the current technical and user documentation for the Service provided via the “Help” file within the Service; “**Recipient**” means an employee or contractor of yours; “**Service**” means the particular SSTO OnDemand service that is selected in each Order Form, as offered by us as a hosted on-demand application; and “**Term**” means the term of the Service, as set out in Condition (SS3) below.

(SS2) Grant of Rights. We hereby grant you a non-exclusive and non-transferable licence to access and use the Service during the Term for your internal business purposes in accordance with the terms of these SSTO Conditions. We reserves all rights to the Service not expressly granted by these SSTO Conditions.

(SS3) Term; Termination. (a) Access to the Service shall commence on the Start Date (set forth in the Order Form) and will remain in effect for an initial term as specified in the Order Form (the “**Initial Term**”). (b) The Order Form will be effective on the Start Date set out therein and will remain in effect during the Initial Term identified in the Order Form. Upon expiration of the Initial Term, the Services will automatically renew on a quarter to quarter basis (each a “**Quarterly Term**”) unless either party gives the other party at least ninety (90) days written notice of non-renewal (the Initial Term and all Quarterly Terms, as applicable, are referred to as the “**Term**”). (c) Either party may terminate the Service by written notice if the other party commits a material breach of these SSTO Conditions or the applicable Order and fails to cure such breach within fifteen (15) days after receipt of such notice, or an additional period of time as agreed to by the parties. (d) Upon termination of the Service for any reason, you will immediately cease use of the Service and we and you will promptly return all Confidential Information of the other party. Termination of the Service does not affect your obligation to pay any amounts due to us. (e) Conditions (SS4) (Fees, Payment Terms), (SS7) (Confidentiality), (SS8) (Proprietary Rights; Suggestions), (SS9) (Non-infringement; Indemnification), (SS15) (Warranties) (SS16) Disclaimers), will survive termination of the Services indefinitely or to the extent set out therein.

(SS4) Fees; Payment Terms. (a) You agree to pay the fees for the Services as set out in the Order Form. Except as otherwise stated in these SSTO Conditions, we will direct debit your bank account for the quarterly fees for the Services quarterly in advance throughout the Term. You shall pay GST on all fees due under the Order Form and these SSTO Conditions in the amount and manner prescribed by applicable law. (b) In addition to the terms of Condition (5), if you fail to pay any fees by the due date, we may suspend performance of the Services upon five (5) days written notice to you.

(SS5) Client Responsibilities. You comply with the following obligations: (a) Except as otherwise provided in the Order Form, you will use the Service solely for your internal business purposes and will not use the Service on behalf of or make the Service available to any third party. All Client Data submitted to the Service must be submitted in our submission format in accordance with the Documentation or any other format agreed to by the parties. You are required to set-up and configure the Service prior to your use. (b) You will comply with all applicable laws governing use of the Services, including, without limitation, any data protection or privacy laws or laws applicable to shipping packages or import/export requirements. You will be solely responsible for the content of all Client Data submitted to the Service and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Client Data. (c) Restrictions. You are not permitted to use the Service: (i) in the promotion or commitment of any illegal activities; (ii) to send or store infringing, obscene, threatening or unlawful or tortious material, or (iii) to disrupt other users of the Service, network services or network equipment. Disruptions include, but are not limited to, denial of service attempts, distribution of unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Service to make unauthorised entry to any other device accessible via the network or Service. In addition, you will not reverse engineer, decompile or disassemble the Service. The occurrence of any of the foregoing will be deemed a material breach and we may immediately terminate these SSTO Conditions and your access to the Service upon written notice to you.

(SS6) Your Warranties and Acknowledgements. (a) You hereby represent and warrant that you have obtained and will maintain any and all certifications, licences or other authorisations necessary or proper in furtherance of your use of the Service. (b) Services / Client Data Hosted Overseas. You acknowledge and consent to the Service (and consequently any Client Data stored in or processed through the Services) being hosted by ‘Amazon Web Services’ outside of Australia (the Service is currently hosted in Ireland). We will use all reasonable efforts to protect any such Client Data Files in accordance with our Privacy Policy and the Privacy Act 1988 (Cth). Our Privacy Policy may be accessed at <http://www.pitneybowes.com/au/legal-statement/privacy-statement.html>. We may change the hosting provider at any time on written notice.

(SS7) Confidentiality. (a) “**Confidential Information**” means all confidential and proprietary information of either party (“**Disclosing Party**”), including but not limited to, each party’s and its affiliates: (i) customer and prospect lists, names or addresses, existing agreements with Disclosing Party and business partners; (ii) pricing proposals, financial and other business information, data processes and plans; (iii) research and development information, analytical methods and procedures, hardware design, technology (including the Service), financial information, personnel data, Client Data; (iv) information concerning the customers and potential customers of either party; (v) business practices, know-how, marketing or business plans; (vi) this SSTO Conditions, Orders, Documentation, and training materials; and (vii) any other information identified in writing as confidential or information that the receiving party knew or reasonably should have known was confidential, in each case that is disclosed to the other party (“**Receiving Party**”) or to which the Receiving Party gains access in connection with this SSTO Conditions. (b) The Receiving Party agrees: (i) to hold the Disclosing Party’s Confidential Information in strict confidence, and apply at least the standard of care used by the Receiving Party in protecting its own Confidential Information, but not less than a reasonable standard of care, and not to disclose such Confidential Information to any third party; and (ii) without the written permission of the Disclosing Party, not to use any Confidential Information of the Disclosing Party except as reasonably required to exercise its rights or perform its obligations under this SSTO Conditions. Each party agrees to cause its employees, subcontractors, agents and affiliates who require access to such information to abide by such obligations. (c) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this SSTO Conditions; or (ii) was in Receiving Party’s lawful possession before receipt from the Disclosing Party; or (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of Receiving Party without use of any Confidential information. In addition, we may use aggregated shipping transaction information for system analysis and research, customer segmentation and/or improvement or development in the manner or method in which we conduct business with its customers. (d) If Receiving Party is compelled to disclose the Confidential Information by a governmental agency or a court of law having proper jurisdiction, Receiving Party will give Disclosing Party reasonable notice to enable such party to try to protect the confidentiality of the Confidential Information. Upon written request of Disclosing Party, Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and, certify its destruction in writing, provided, however, that Receiving Party may retain one (1) copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this Condition (SS7). (e) Disclosing Party may be irreparably damaged if the obligations under this Section (SS7) are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any

actual, threatened or further breaches of Receiving Party's obligations under this Section 6 or any other appropriate equitable order or decree.

(SS8) Proprietary Rights; Suggestions. You will retain all right, title and interest in and to all Client Data. You grant us a royalty-free, worldwide, irrevocable and perpetual licence to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by you relating to the operation of the Service, and any anonymised or aggregated data that does not identify you relating to use of the Service.

(SS9) Non-infringement; Indemnification. Subject to Condition (SS10): (a) We will indemnify, defend and hold you harmless from any claim by a third party that the Service provided by us hereunder, when used in accordance with this SSTO Conditions and the Documentation, infringes or misappropriates any copyright, patent, trademark or trade secret of such third party. We will have control of the defence and will defend, at its own expense, any claim or litigation to which this indemnity relates, including the right to settle any such claim. Client must notify us promptly of any such claim and will provide reasonable cooperation to us, upon our request and at our cost, to defend such claim. We will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defence of any claim with counsel of its choosing at its own expense.

(SS10) Rights on Infringement. If the Service is subject to a claim of infringement or misappropriation, or if we reasonably believes that the Service may be subject to such a claim, We reserves the right to: (i) offer a non-infringing replacement Service, at no additional cost to you, which replacement will be functionally equivalent to the Service; (ii) procure, at no additional cost to you, the right to continue to use the Service; or (iii) direct you to terminate use of the Service. If we direct you to terminate use of the Service, your remedies, in addition to the indemnification set out herein, will be limited to a refund of any prepaid but unused fees for the Service.

(SS11) Right not to indemnify. We will not indemnify you or be liable for claims arising from the use of the Service with data, hardware or software not provided by us or your use of the Service other than as permitted in this SSTO Conditions and the Documentation.

(SS12) Your Indemnity. You will indemnify, defend and hold us harmless against any claim arising from: (i) your use of the Service in a manner not permitted under this SSTO Conditions; (ii) a claim that the Client Data or any other data, files or other materials provided by you to us infringes any patent, copyright, trademark or other intellectual property right or misappropriates any trade secret; (iii) a violation of any law, rule or regulation regarding the protection of personal data or the use or access to the Service; or (iv) acts of gross negligence or willful misconduct. You will have control of the defence and will defend at its own expense, any claim or litigation to which this indemnity relates. We will notify you promptly of any such claim and will reasonably cooperate with you, upon your request and at your cost, to defend such claim. We may participate in the defence and settlement of the claim at its own expense with counsel of its choosing. You will not agree to any settlement absent our prior written consent.

(SS13) Our Responsibilities; Support. (a) We will use our reasonable commercial efforts to make the Services available during the Available Hours of Operation in accordance with this Condition (SS13). Support for the Service will be available in accordance with the Support Terms located at <https://www.pitneybowes.com/us/license-terms-of-use/shipping-and-mailing-maintenance-services-terms.html>. (b) The Service may be inaccessible or inoperable during certain periods to permit us (and/or our third party suppliers) to perform routine maintenance support services ("**Scheduled Downtime**"). Scheduled Downtime will be scheduled outside normal business hours, such as nights and weekends. We will use reasonable commercial efforts to minimise any disruption, inaccessibility and/or inoperability of the Services in connection with Scheduled Downtime or other disruption of Service.

(SS14) Services. Consulting and other professional services such as integration, customised training, etc. will be performed by us under the terms of a separate services agreement agreed to by the parties.

(SS15) Warranties. (a) We represent and warrants to you that the Service will materially conform to the Documentation. (b) We do not warrant that: (i) the operability or accuracy of any Client Data processed by us; (ii) THE SERVICE WILL OPERATE ERROR FREE OR THAT WE WILL CORRECT ALL ERRORS. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW **Error! Reference source not found.**, THE SERVICE IS PROVIDED "AS IS" AND US AND OUR THIRD PARTY SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

(SS16) 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 SERVICE LIMITATIONS SET OUT IN THE ORDER FORM.