

RELAY™ COMMUNICATIONS HUB TERMS

These terms are entered into as of the date you sign the Order Form (as defined below) (the "**Effective Date**"), by and between Pitney Bowes of Canada Ltd. ("**PBC**" or "**we**" or "**us**" or "**our**"), with a place of business at 5500 Explorer Drive, Mississauga, ON L4W 5C7, and the entity identified on the Order Form ("**Client**" or "**you**" or "**your**").

1. **Scope.** During the Term (as defined below), we may enter into one or more Statements of Work ("**SOW**") with you under which we (or one of our affiliates or vendors) will provide one or more of the Relay™ Communications Hub services (the "**Services**") to you as identified on the order form that you signed (the "**Order Form**"). The Services include any functionality we provide to you for download onto your computer for use with the Services. The Order Form and the terms herein are referred to collectively as the or this "**Agreement**." Each SOW will become effective when signed by both parties. In the event of a conflict between this Agreement and a SOW, this Agreement will control.

2. **Grant of Rights.** We hereby grant a non-exclusive, non-transferable license to you to access and use the Services during the Term (as defined below), subject to the terms of this Agreement and the SOW(s). The grant of rights to the software contained in the Services is not a sale of such software. We reserve all rights not expressly granted by this Agreement.

3. **Client Obligations.**

a. You will use the Services solely for internal business purposes and will not use the Services on behalf of, or make the Services available to, any third party.

b. You will not use the Services to send or store infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the Services, 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 Services to make unauthorized entry to any other device accessible via the network or Services. In addition, with respect to the software contained in the Services, you will not: (i) reverse engineer, decompile or disassemble any PBC software; (ii) make derivative works or copies of any PBC software; (iii) sublicense, rent, lease, lend or host any PBC software to or for other parties; (iv) separate the components of any PBC software, or install and use such components separately and independently of the software they comprise; (v) use any PBC software to modify or reproduce a third party's materials unless you have the legal right to do so; (vi) attempt to unlock or bypass any initialization system, encryption methods or copy protection device incorporated into any PBC software or the Services; or (vii) alter, remove or obscure any patent, copyright or trademark notice contained in any PBC software or the Services. The occurrence of any of the foregoing will be deemed a material breach and PBC may immediately terminate this Agreement upon notice to you.

c. You agree to provide sufficient data and information to be incorporated into the statements, including the names and addresses of the intended recipients of such statements, in an agreed upon format as set forth in the SOW or any Services documentation ("**Data Files**"). Major file layout changes may require an amendment to this Agreement or the related SOW. We reserve the right to bill you at our then prevailing rate for any modifications to the original data file layout or other account maintenance performed by us after we receive your first live file data transmission. We will provide written quotation of any

such modification fees. Variance from the agreed upon format may require manual intervention and lead to processing delays.

d. You are responsible for compliance with all Canada Post regulations, including, without limitation, any applicable Canada Post requirements and policies. You represent and warrant that you are in compliance with the foregoing obligations. In the event that you fail to comply with such obligations, including but not limited to failure to use an appropriate endorsement to verify addresses, and such failure results in fines, penalties, additional payments, or increased postage rates (i.e., loss of pre-sort mail discounts) to us or our vendor, those amounts will be charged to you.

4. **Performance Standards; Warranty.** We will perform the Services in a skillful and workmanlike manner in accordance with the specifications set forth in the SOW. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF, OUR AFFILIATES AND OUR VENDORS) MAKE NO OTHER WARRANTIES, AND EXPRESSLY DISCLAIM ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, COURSE OF PERFORMANCE OR USAGE IN TRADE.

5. **Prices and Payment Terms.**

a. You agree to pay the fees for the Services listed in this Agreement and the SOW(s). Such fees must be paid by the due date listed on any invoice you receive from us. All fees are exclusive of any applicable sales, use, excise, withholding or other taxes. All fees charged to you are subject to an increase equal to any taxes PBC may be required to pay, other than tax due on the net income of PBC.

b. We will provide you with an initial client acceptance document ("**CAD**") for your review and acceptance. You will have no more than 15 business days to either sign and return the CAD to us, or reject it in writing. Upon the earlier of (i) the return of the CAD signed by you, or (ii) the end of the 15 business-day period during which time you have not notified us in writing of your rejection of the CAD, we may immediately commence billing you for the Services.

6. **Confidentiality; Intellectual Property; Ownership.**

a. In providing the Services, each party may have access to the other party's confidential information, including your customers' information. Each party agrees to hold this information in confidence and only use it in connection with the exercise of its rights and the performance of its obligations under this Agreement. Confidential information does not include information that: (i) is already public or becomes available to the public through no breach of this Agreement; or (ii) was in the receiving party's 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 the receiving party without use of any of the disclosing party's confidential information. Each party will

also keep confidential the terms and conditions of this Agreement and the SOW(s).

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. All rights in and to any intellectual property used or disclosed by us (or our affiliates or vendors, as applicable) to you, whether developed prior to, during or after the date of this Agreement, are and will remain the sole and exclusive property of us, our affiliates or vendors and our and their licensors, as applicable. You agree to maintain the confidentiality of this information and not use this information for any purpose not directly related to the provision of Services hereunder.

c. The Services contain proprietary and copyrighted property of PBC and/or its third party suppliers, who reserve all rights not expressly granted to you herein. You hereby assign to PBC all right, title, and interest (including all rights in copyright and resulting patents) in any data, feedback, suggestions, and written materials provided to PBC related to your use of the Services, and waive (and will cause your employees to waive) any and all moral rights in connection with PBC's use of any of the foregoing. At PBC's request, you will sign any documentation necessary to further effect PBC's rights hereto.

7. **INDEMNIFICATION.**

a. PBC will indemnify, defend and hold Client, its officers, directors and employees harmless from and against all losses, damages, and reasonable costs and expenses to the extent they arise out of a claim by a third party that the Services, when used in accordance with the terms of this Agreement and the SOW(s), infringe or misappropriate any copyright, trademark, trade secret or patent registered or valid within the country the Services are authorized to be accessed. PBC will have control of the defense 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 PBC promptly of any such claim and will provide reasonable cooperation to PBC, upon PBC's request and at PBC's cost, to defend such claim. PBC 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 or which would otherwise damage or bring disrepute to the indemnified party or Client without, in any such case, the prior consent of Client and the indemnified party. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

b. If the Services are subject to a claim of infringement or misappropriation, or if PBC reasonably believes that the Services may be subject to such a claim, PBC reserves the right to: (i) offer non-infringing replacement Services, at no cost to Client, which replacement will be functionally equivalent to such Services; (ii) procure, at no cost to Client, the right to continue to use such Services; or (iii) direct Client to terminate use of such Services, at which time PBC may terminate the SOW relating thereto. If PBC directs Client to terminate use of such Services, Client's remedies, in addition to the indemnification set out herein, will be limited to a refund of any prepaid but unused fees for the Services.

c. Client will be responsible for ensuring that it has the appropriate rights to (including the right to provide to us) all data, files, materials or other information that Client provides to us in connection with our provision of the Services, and Client agrees to indemnify, defend and hold PBC, its officers, directors and

employees harmless from and against all claims, costs, expenses, losses and liabilities resulting from a violation of the foregoing, including a third party claim that data, files, materials or other information provided by Client to PBC infringe or misappropriate any copyright, trademark, trade secret or patent registered or valid within the country the Services are authorized to be accessed. Client will also indemnify, defend and hold PBC, its officers, directors and employees harmless from and against all losses, damages and reasonable costs and expenses to the extent they arise out of a claim by a third party resulting from: (i) Client's use of the Services in a manner not permitted under this Agreement or the SOW(s); (ii) Client's failure to obtain the proper consents from its customers in connection with the use of the Relay Email Delivery Service (to the extent the Client has selected this pack per the Order Form); (iii) a violation of any law, rule or regulation regarding the protection of personal information or the use or access to the Services; or (iv) acts of gross negligence or willful misconduct by Client or any of its officers, directors or employees. Client will have control of the defense and will defend at its own expense, any claim or litigation to which this indemnity relates including the right to settle any such claim. PBC must notify Client promptly of any such claim and will provide reasonable cooperation to Client, upon Client's request and at Client's cost, to defend such claim. Client 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 or which would otherwise damage or bring disrepute to the indemnified party or PBC without, in any such case, the prior consent of PBC and the indemnified party. PBC may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

d. Client warrants and represents that it has obtained all necessary consents, provided all necessary notices and disclosures, and otherwise has all authority required by and in accordance with applicable laws, including applicable privacy laws, to provide PBC with personal information for the purposes of the Services hereunder. PBC will use the personal information it is provided by Client in performing the Services "as is", and is not responsible for reviewing, validating or otherwise confirming the accuracy, appropriateness or completeness of the personal information. Client will indemnify, defend and hold harmless PBC from and against any and all damages, losses, liabilities, penalties, fines, charges, costs and expenses of any kind or nature (including reasonable legal fees) arising directly or indirectly out of or relating to breach of any representation and/or warranty of Client contained in this Section in respect of personal information.

8. **LIMITS ON LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR AFFILIATES OR VENDORS) IS LIMITED TO THE FEES (EXCLUDING POSTAGE OR MATERIALS COSTS) PAID BY YOU TO US (FOR THE APPLICABLE SERVICES INVOLVED) IN THE TWELVE (12) MONTHS BEFORE THE EVENT THAT GIVES RISE TO THE CLAIM. NEITHER PBC NOR ITS AFFILIATES OR VENDORS WILL BE LIABLE FOR ANY 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 OR THE SOW(S).

9. **Term; Termination.**

a. This Agreement will become effective as of the Effective Date and will continue for the number of months set forth on the Order Form (the "**Initial Term**"), after which time this Agreement will automatically renew for successive one-year periods, unless terminated by either party upon forty-five (45) days' advance written notice to the other party, or otherwise terminated as permitted herein (such Initial Term and successive term(s) combined shall be referred to as the "**Term**"). If the CAD has not been completed and signed by you within one hundred twenty (120) days of the Effective Date, PBC may also terminate this Agreement effective immediately.

b. Each SOW will be effective on the effective date set forth in the SOW and will remain in effect for the Term. Either party may terminate a SOW (i) if the other party breaches any material provision of this Agreement or the applicable SOW(s), and, in either case, does not cure such breach within thirty (30) days after written notice thereof; and (ii) during any one-year renewal period with or without cause upon forty-five (45) days' advance written notice to the other party. PBC may also terminate a SOW under Sections 7(b)(iii) and 12(h). Termination of one SOW will not affect any other SOW.

c. Upon expiration of the Term, Client will immediately cease use of the Services, and each party will promptly return or destroy all confidential information of the other party.

10. **Service Availability and Data Hosting.**

a. We will use best efforts to make the Services available during the Available Hours of Operation (as defined below) in accordance with the Service Availability Statement located at <http://www.pitneybowes.com/us/license-terms-of-use/service-availability-statement/relay.html>. Support for the Services will be available during the Available Hours of Support (as defined below). Support will consist of online technical assistance and telephone assistance. "**Available Hours of Operation**" means twenty-four (24) hours per day, seven (7) days per week exclusive of Scheduled Downtime, described in Section 10(b), and downtime arising from causes beyond the reasonable direct control of PBC, such as the interruption or failure of telecommunications or digital transmission links, hostile network attacks or a force majeure event, as set out in Section 12(a). "**Available Hours of Support**" means Monday through Friday from 8:00 a.m. Eastern Time until 8:00 p.m. Eastern Time, excluding PBC-observed holidays.

b. The Services may be inaccessible or inoperable during certain periods to permit us to perform maintenance support services ("**Scheduled Downtime**"). We will use commercially reasonable efforts to minimize any disruption, inaccessibility or inoperability of the Services in connection with the Scheduled Downtime or other disruption of the Services.

c. All data will be hosted in the U.S.

11. **Compliance with Laws.**

a. Each party will comply with the provisions of all applicable federal, provincial, state and local laws, ordinances, statutes, rules and regulations. Client 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.

b. Without limiting the foregoing, the parties shall each comply with its respective obligations under applicable federal and provincial privacy legislation, including without limitation the *Personal Information Protection and Electronic Documents Act*, (collectively, the "Act").

c. In order to provide the Services, PBC may from time to time process personal information as defined in the Act on the instruction of Client. Where processing personal information on behalf of the Client, PBC shall have in place reasonable technical and operational processes and procedures to safeguard against unauthorized or unlawful processing of such personal information, and against unauthorized access, loss, use or disclosure of such information.

12. **Miscellaneous.**

a. **Force Majeure.** Except for a party's payment obligations, neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such party, including, without limitation, acts of God, governmental actions, transportation problems, strikes, lockouts, riots, acts of war, acts of terrorism, delays or errors in the United States mail or changes of laws or regulations, epidemics, fire, interruption or failure of internet, general internet or communication line failures, telecommunications or digital transmission links, power surges or failures, earthquakes or other disasters.

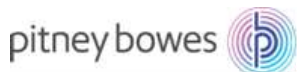
b. **Entire Agreement.** This Agreement and the SOW(s) are the entire agreement and supersede all prior written or verbal agreements, proposals, understandings and discussions between the parties. Neither party will be subject to pre-printed or standard terms contained on any purchase order or other purchasing document, and PBC specifically disclaims such terms. Neither this Agreement nor the SOW(s) can be modified unless agreed to by both parties in writing.

c. **Governing Law.** This Agreement and the SOW(s) will be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to its conflicts of laws principles.

d. **Assertion of Claims.** It is the express wish of the parties that, despite any longer limitation period that may be set out in applicable law, any claim or cause of action arising out of or relating to this Agreement not presented by Client within 1 year from the discovery of the claim or cause of action shall be deemed waived. Client shall have the duty to mitigate damages for which we may become responsible under this Agreement.

e. **Assignment.** You may not assign this Agreement or the SOW(s), without our prior written consent, which consent shall not be unreasonably withheld. Any purported assignment is void. We may subcontract certain of our rights and/or responsibilities hereunder to third parties without your prior consent.

f. **Notices.** Notices under this Agreement will be sent via a nationally recognized overnight carrier to the address set forth on page 1 hereof, with respect to PBC, or to the address set forth on the Order Form, with respect to Client, or to such other address as such party has specified most recently by written notice to the



other party. Any notice will be deemed given as of the fifth day after the same has been mailed.

g. Survival. The respective rights and obligations of the parties under Sections 5 through 9 and 12 survive termination of this Agreement.

h. Relay Email Delivery Service Pack. If the Relay Email Delivery Service Pack is selected on your Order Form: (i) you agree to ensure that your customers' email addresses are in an appropriate/deliverable format; (ii) if the rate of undeliverable "hard bounce" and "complaint" related emails is flagged by our service provider, we may notify you that the Relay Email Delivery Service is at risk of being suspended; (iii) upon notice from us, you agree to remove or correct any email addresses reported as failed due to a hard bounce or recipient complaint; (iv) if the rate of undeliverable hard bounce emails exceeds 5% or if the rate of

undeliverable complaint related emails exceeds 0.1%, we reserve the right to terminate the SOW issued in connection with the Relay Email Delivery Service; and (v) we will not be responsible for any email that has not been delivered as a result of your failure to comply with clauses (i) through (iv).

i. Contract Language. The parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including SOWs, notices, schedules and authorizations have been and will be drawn up in the English language only. Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout SOWs, avis, annexe et autorisation, soient rédigés en anglais seulement.