



SUBSCRIPTION SERVICES AGREEMENT (TERM COMMITMENT)

(October 1, 2024)

Thanks for using our Subscription Services (Term Commitment). These terms define the terms and conditions under which you're allowed to use the Subscription Services (Term Commitment) and how we'll treat your account. If you have any questions about our terms, feel free to [contact us](#).

This agreement (this "Agreement") is between you and Pitney Bowes of Canada Ltd. ("we", "us", and "our"). This Agreement will only apply if the Subscription Services (Term Commitment) identified in your order form (the "Order") are not covered by one or more separate Subscription Services Agreements (Term Commitment). Your Agreement may also require one or more Statements of Work (each a "SOW").

The web sites through which you access the Subscription Services (Term Commitment) (each a "Site"; the Subscription Services (Term Commitment) 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") can be found at www.pitneybowes.com/ca/en/sendtech-terms/on-demand-subscription-services-product-terms.html and are incorporated into this Agreement.

Additional Definitions

- a) "Regulatory Issue" means any new regulatory obligation, court decision or order that subjects us or our Suppliers to any new regulation, requirement or obligation not previously applicable to us or our Suppliers, and that either (i) presents a commercially unreasonable hardship for us or our Suppliers to continue operating the Services without modification or necessary governmental formalities; or (ii) causes us or our Suppliers to reasonably believe the Services and/or this Agreement may conflict with the regulatory obligation, court decision or order.
- b) "Security Issue" means either: (i) your use of the Services in a way that could disrupt the Services, other customers' use of the Services, or the network or servers used to provide the Services; or (ii) unauthorized third-party access to the Services.
- c) "Suppliers" means third-parties who provide technology that is integrated into our Services.

1. Eligibility

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, you may access 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, unless permitted in the Product Terms. 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. Any suspected fraudulent, abusive, or illegal activity by you or an authorized user may be referred to law enforcement authorities at our sole discretion.
- 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 terminate your use of the Services in accordance with Section 3 herein.

3. Term; Auto-renewal; Termination; Suspension

a) Term. This Agreement is entered into as of the effective date of the Order. Once we grant you access to the Service, your subscription term starts and will continue for the duration identified on the Order applicable to such Service (the “Initial Term”) subject to the terms of this Agreement. The Initial Term will renew for one-year successive terms (each, a “Renewal Term,” and together with the Initial Term, “Term”) unless or until the Service or this Agreement is terminated in accordance with this Agreement. **YOU UNDERSTAND AND AGREE THAT UPON EXECUTION OF YOUR ORDER AND IN EXCHANGE FOR OUR AGREEMENT TO NOT CHANGE YOUR SUBSCRIPTION FEES DURING THE CURRENT TERM, YOU ARE COMMITTING TO PAY US THE FULL AMOUNT FOR THE INITIAL TERM AND ANY RENEWAL TERM YOU ENTER INTO.**

b) Auto-renewal. Your subscription for the Services will automatically renew for successive one-year terms. The price for each renewal term will be based on your price at the time of renewal, adjusted for any price increases that we issue to our clients for the Services during the preceding Term, unless or until the Service or this Agreement is terminated in accordance with this Agreement. You may terminate your subscription to be effective as of the end of the Initial Term or a Renewal Term by creating a case at least fifteen (15) days prior to the end of the current Term at pitneybowes.com/us/contact-us.html (follow the instructions under “how to create a case”). We may also terminate your account effective at the end of the then current Term, upon sixty (60) days prior written notice to you.

c) Termination for Cause; Bankruptcy. We may terminate your account and this Agreement for cause (i) upon written notice to you of a material breach if such breach remains uncured at the expiration of thirty (30) days from the date of your receipt of such written notice or sooner if your conduct is harmful to our interests or those of our other customers; or (ii) if you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

If this Agreement is terminated by us in accordance with this Section 3(c), you will pay any unpaid fees covering the remainder of the Term.

d) Order fulfillment. We may at any time without notice refuse to accept or fulfill your Orders or any part of any Orders for the Services. In such event, you will not be liable for any fees associated with an unfulfilled Order or any unfulfilled portion thereof.

e) Suspension of Services. In addition to any other rights or remedies we may have under this Agreement or by law, we may, subject to Section 3(f), immediately suspend, terminate, withhold, or disable access to the Services, in whole or in part, at any time, with or without notice, if we reasonably conclude there is a Regulatory Issue or Security Issue.

Where we terminate the Services (in whole or in part) under this Section 3(e) for a Regulatory Issue or Security Issue, then we will refund to you any prepaid but unused fees for the portion of the Services so terminated on a pro-rata basis, and you will not be liable for any unpaid fees attributable to that portion of the Services so terminated for the remainder of the Term; provided, however, that we will not refund to you, and you will be liable for, unpaid fees if the termination is due to a Security Issue that was caused, either directly or indirectly, by your act or omission. Other than the unused fees, we will not be liable to you or any third party for any such suspension, termination, withholding, or disabling of access.

f) Procedure for Suspension of Services. Our right to suspend, terminate, withhold, or disable access to the Services in accordance with Section 3(e) is conditioned upon: (i) exercising our right only to the minimum extent and minimum duration required to prevent or resolve the issue (provided that the issue is capable of resolution); and (ii) if we exercise our right without prior notice to you, we will provide to you the reason for the suspension, termination, withholding, or disabling of access as soon as reasonably practicable.

g) Effect of termination. Once the Services are terminated, 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.

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

4. 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 are 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.

5. 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.

6. Fees; Payment Terms

- a) You will pay the quarterly fees in advance for the use of the Services described in an Order or SOW for the Initial Term; for any Renewal Term, the fees will include any price increases applied to the Services during the preceding Term. The fees do not include: (i) Pitney Bowes - Confidential 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 all payments due on the due date specified on the invoice.
- 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. In addition, if you use a credit card, we may apply a fee to cover all or part of our costs of accepting your card.

7. Personal Information

We will comply with our privacy statement located at <http://www.pitneybowes.com/ca/en/our-company/privacy-policy.html> as it may be updated by us from time to time (the "Privacy Statement").

8. Trademarks

Pitney Bowes, the Pitney Bowes logo, and associated brand names and domain names are our intellectual property in Canada 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.

9. Feedback; Data Rights; Consents

- a) You agree to allow us to use any feedback, comments, ideas, know-how and suggestions ("Feedback") in any form that you provide the Feedback to us. Feedback is not confidential even if you designate it as confidential. We may use the Feedback in any of our commercial offerings, for our internal purposes or fulfilling our obligations under our agreements with you.

b) As between you and us, you own all data that you provide to us as part of the Services (“End User Data”). Subject to your rights in the End User Data, we own all usage data that results from the Services. You grant to us (and our affiliates and vendors, if applicable) the right to use your End User Data as necessary to provide the Services and as provided in our Privacy Statement. We also have the right to use, without limitation, any anonymized or aggregated data from your End User Data that does not identify you or any end user of the Service in any of our commercial offerings, for our internal purposes or fulfilling our obligations under our agreements with you, all in accordance with our Privacy Statement. 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.

c) Some of the features and functionalities of the Services may enable you to send communications via email, text message, and/or mobile app push notification to another person or entity. By providing or otherwise transferring personal information of another person or information of another entity to the Services, you are responsible for obtaining from such person or entity all required consents and other authorizations necessary to use their information (the “Consents”). By utilizing such functionality of the Services, you represent and warrant to us that all required Consents have been obtained, that we are entitled to rely on the same, and that you grant to us the right to process such information as necessary to provide the Services.

10. Product Support

As part of your access to the Services, we will provide you with product support in accordance with the terms you will find at: <https://www.pitneybowes.com/ca/en/sendtech-on-demand-subscription-services/product-support-terms.html>.

11. 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.

12. INDEMNITY

YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING IN ANY WAY FROM YOUR USE OF THE SERVICE OR RELATED TO ANY BREACH OF THIS AGREEMENT BY YOU OR ANY USER AUTHORIZED BY YOU. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU AND YOU AGREE TO COOPERATE WITH US IN MAKING THE DEFENSE. THIS SECTION 12 WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT OR AN ORDER INDEFINITELY.

13. 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.**

14. 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 Canada Post data related to such function are found at <http://www.pitneybowes.com/ca/en/license-terms-of-use/canada-post-terms.html> and are incorporated in this Agreement by reference.

15. Compliance with Laws

Each party will comply with all applicable federal, provincial 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.

You represent and warrant that you have maintained and will maintain any and all certifications, licenses or other authorizations necessary or proper in furtherance of your use of the Service, including without limitation, appropriate certification pursuant to Canadian Transportation of Dangerous Goods Regulations regarding the identification, processing and transportation of dangerous goods, if applicable.

15. 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 at our discretion.

16. Choice of Law; Arbitration; WAIVER OF JURY TRIAL

- a) This Agreement will be governed by the laws of the Province of Ontario without regard to its principals of conflict of laws.
- b) If we file an action against you claiming you breached this Agreement and we prevail, we will be entitled to recover reasonable attorneys' fees.
- c) **ANY CLAIM OR CAUSE OF ACTION UNDER THIS AGREEMENT THAT YOU DON'T PRESENT WITHIN 1 YEAR FROM THE DISCOVERY OF THE CLAIM OR CAUSE OF ACTION WILL BE DEEMED WAIVED. ANY DISPUTE BETWEEN THE PARTIES WILL BE RESOLVED EXCLUSIVELY BY INDIVIDUAL BINDING ARBITRATION GOVERNED BY THE NATIONAL ARBITRATION RULES OF THE ADR INSTITUTE OF CANADA, INC. ("ADR") AND YOU AGREE TO GIVE UP THE RIGHT TO LITIGATE DISPUTES IN COURT.** Neither party will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. Any arbitration will be conducted by the ADR. In the case of: (i) any dispute involving \$75,000 or less, we will reimburse your filing fees and pay the ADR's and arbitrator's fees and expenses; and (ii) any dispute involving more than \$75,000, the ADR rules will govern payment of filing fees and the ADR's and arbitrator's fees and expenses.
- d) This Section 16 will survive any termination of this Agreement or an Order indefinitely.

17. 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.

18. 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 along with a copy sent to 1-30 Pedigree Court, Brampton ON L6T 5T8, Attention: General Manager, 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 of Canada Ltd., PO Box 278, Orangeville, ON, L9W 2Z7 or when you create a case at <https://www.pitneybowes.com/ca/en/support/topics/account/how-to-submit-a-service-request-using-my-account.html> (follow the instructions under "how to create a case").

19. 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.

20. 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 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).

21. Language

The parties agreed to draft this Agreement as well as other related documents, including communications and notices, in English. Les parties ont convenu que ce contrat ainsi que d'autres

documents qui s'y rattachent, notamment des messages et des avis, pouvaient être rédigés en langue anglaise.