



UK Software Subscription Services Agreement

(June 2020)

Thanks for using our subscription services. These terms define the terms and conditions under which you're allowed to use the service and how we'll treat your account while you're utilizing the service.

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

The web sites through which you access the services (each a "Site"; the services and the Sites are collectively called the "Services") are owned and operated by us or our vendors. Additional product-specific license or other terms applicable to certain of the Services ("Product Terms") can be found at <https://www.pitneybowes.com/uk/software-product-terms-and-conditions.html> or via the Service onboarding process 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 licensing 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, 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) You grant us and our third-party providers a non-exclusive license to copy, load, and process any document delivered under the Services, solely to provide the Services to you. You warrant that the you have the right to provide any documents and the use (including processing) of them or any data in them will not infringe any third-party rights, including without limitation, any copyrights, trademarks, patents, database rights, trade secret right or duty of confidentiality.

e) 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, except as permitted by applicable law; (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.

f) 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) Except as set forth in an Order, SOW or Product Terms, you or we may terminate your account at any time and for any reason by giving 30 days’ notice to the other and we may suspend the relevant Service to you at any time, with or without cause. If we terminate for cause or you terminate the Service during the term or any renewal period you will be liable for all payments that would be due to us for the Service during the term or any renewal period had you not terminated.

c) We may at any time without notice: i) refuse to accept your Orders for the Sites and/or Services; ii) move, suspend or terminate all or any part of the Sites and/or Services; or iii) refuse to fulfill any Order or any part of any Order or terminate your account and delete any content stored in your account if, in our sole discretion, if you violate any laws in connection with your use of the Sites or the Services or if a competent regulatory authority requires us to do so.

d) Once your use of a Service is terminated, (i) we may permanently delete your account and all the data associated with it, (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) Renewal. The Service will continue into 12 month renewal periods after the end of the initial period as set out on the Order or a renewal period at the same frequency unless at least 1 month prior written notice is given by either party to the other expiring no earlier than the last day of the initial or then renewal period.

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 and the fees charged for using the Services by posting revised terms and/or fees on the Sites and/or by sending an email to the last email address you gave to us. The new terms and new fees will be effective on the first day of the next Billing Period and will apply thereafter. By continuing to use the Services after any such changes, you agree to be bound by such changes. If you do not wish to agree to the new terms or the new fees, 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.

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.

c) 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.

8. Personal Information

a) You and we will comply with all applicable requirements of Data Protection Legislation. You agree that we will not be processing any personal data on behalf of you as data controller.

b) We will collect, use, disclose, transfer, and store personal information when needed to administer this Agreement and for our operational and business purposes, as further described in our Privacy Statement.

c) If any of the Services collects or stores individually identifiable personal information, then we will comply with our Privacy Statement

d) Our Privacy Statement is located at <https://www.pitneybowes.com/uk/privacy-statement.html>

as it may be updated by us from time to time (the “Privacy Statement”).

“Data Protection Legislation” means (i) the Data Protection Act 2018; (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, for so long as the GDPR is effective in the UK; and (iii) any successor legislation to the Data Protection Act 2018 and the GDPR.

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 our Privacy Statement. 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 Statement.

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. 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 this Agreement, 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 shall in no circumstances be liable for any consequential, indirect or special loss or damage (including, without limitation, loss of business or loss of profit, whether direct or indirect) however so arising (whether in contract, tort, negligence, other tort or otherwise).

c) Nothing in this Agreement shall exclude, limit or restrict our liability for: (i) death or personal injury resulting from our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other cause of action which cannot be limited or excluded under applicable law.

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 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 or conditions of any kind, either express or implied, including warranties of satisfactory quality 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

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.

15. Compliance with Laws

Each party will comply with all applicable 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.

16. 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.

17. Choice of Law;

a) This Agreement will be governed by the laws of England and we each submit to the exclusive jurisdiction of the English courts.

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.

18. 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.

19. 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 [first](#) class post or by overnight courier or delivered in person to Pitney Bowes Limited, at our current registered address: Attn. Company Secretary; and (iii) in the case of any other notice to us, when delivered to us by email to relationsCCC@pb.com.

20. 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.

21. 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).