



## UK Software Subscription Services and Equipment

### Agreement

(January 2024)

Thanks for using our subscription services and leasing or purchasing equipment from us. These terms define the terms and conditions under which (i) you're allowed to use the service and how we'll treat your account while you're utilizing the service; and (ii) we will supply equipment.

We'll start with the basics, including a few definitions that should help you understand this agreement. This Software Subscription Service and Equipment 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, including mobile applications, 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) Payments for the lease of Equipment and any Service Cover will be billed at the same frequency as the Service. The first payment is due at the date of dispatch of the Equipment to you.

d) Payments for the purchase of Equipment and any Service Cover will be billed on the date of dispatch of the Equipment to you.

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 or payments not paid by the due date.

## **8. Equipment Lease**

a) If as part of your subscription you are leasing equipment, we will lease to you equipment as set out on the Order (the "Equipment"). The Equipment is provided "as is" without warranties or conditions of any kind, either express or implied, including any warranty of satisfactory quality, 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 dispatch by us to you. We are not liable for any loss, damage 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.

b) You are leasing the Equipment for the term set out in the Order (the "Lease Term").

c) You may from time to time request that we agree to the termination of the lease during the Lease Term. Should you wish to terminate, we will provide you with a written quotation setting forth the basis on which any agreed termination shall take place, which shall take into account all lease payments up to the date of the quotation. Such quotation shall remain valid unless and until you request a further quotation.

d) When the lease is for any reason is terminated during the Lease Term, you must pay to us all amounts already due to us plus all lease payments which would have been payable by you, less a discount at the rate of 3% per annum from the date each payment would have fallen due to the termination date.

e) Your lease will continue into a renewal period after the end of the Lease Term at the same payment frequency unless at least 1 month's prior written notice is given by either party to the other expiring no earlier than the last day of the Lease Term.

f) Risk of loss and Insurance:

(i) Risk of loss to Equipment passes to you from the date of dispatch of the Equipment to you until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").

(ii) no Loss will relieve you of any of your obligations under the Lease. You must immediately notify us in writing of any Loss.

(iii) to protect the Equipment from Loss, you will either (1) keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance"); or (2) be enrolled in ValueMAX. "ValueMAX" is our product replacement programme and a waiver by us of your obligation to insure the Equipment and where we assume the risk of loss or damage to the Equipment upon your payment to us of a fee. This is not insurance.

(iv) You must provide us with evidence of Insurance by sending it to us in accordance with the instructions on our website

(<https://www.pitneybowes.com/uk/valuemax-change-request.html>) within 30 days of signing this Agreement. If you do not provide evidence of Insurance and have not previously enrolled in ValueMAX, we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.

(v) We will provide written notice reminding you of your Insurance obligations described above in section 8 f) (iii).

(vi) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your negligence or misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.

16.7 We are not liable to you if we terminate the ValueMAX program and we can amend the ValueMAX charge at anytime on written notice to you.

## **9. Equipment Purchase**

a) If as part of your subscription you are purchasing equipment, for a period of 3 months from delivery (“Warranty Period”), we will, free of charge, provide you only for the replacement of equipment or components that have failed due to manufacturing defects (fair wear and tear excepted) (including parts and labour).

b) Notwithstanding delivery of the Equipment title in the Equipment remains with us until payment is received in full. Payment is due 30 days from the date of invoice.

c) Unless otherwise agreed the risk in the Equipment shall pass to you immediately upon delivery. Equipment shall be deemed to have been delivered upon dispatch by us (or our appointed contractor or independent carrier) to your nominated Equipment location.

d) We reserve the right to supply Equipment of a different model than that stated provided that it is of a specification equal or superior to that listed in the Order Form and with no increase to your payments.

e) As part of our environmental policy it is our aim to optimise the recovery and utilisation of Equipment at end of life and to this end Equipment supplied, whether newly manufactured or remanufactured, may contain serviceable new or used parts which are warranted equivalent to new.

f) Our Equipment may contain embedded software. You agree that: (i) Pitney Bowes and its licensors or its third party suppliers, own the copyrights and other intellectual property in and to the embedded software; (ii) you are licensed only to use the embedded software with our Equipment in which the embedded software resides; (iii) you will not copy, modify, de-compile, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; (iv) you will not distribute or otherwise disclose the embedded software (or any portion thereof) to any other person; and (v) you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software, which, notwithstanding the above, is subject to any terms that may accompany such third party software.

g) Subject to this section 9 and save as otherwise expressly stated in this Agreement, all warranties, conditions and other terms implied by statute or common law as to fitness for purpose or quality of the Equipment or services provided under this Agreement are expressly excluded to the fullest extent permitted by law.

## 10. Equipment Service Cover

“Normal Business Hours” means between 9am and 5pm Monday, to Thursday and 9am and 4.30pm Friday (excluding public holidays).

“Service Cover” means either Basic Service or Standard Service, as indicated on the Order.

“Basic Service” means during Normal Business Hours technical support from us regarding any issues with the Equipment. If, after remote trouble shooting, we determine, at our sole discretion, a complete failure of hardware, we will replace the Equipment. If you require installation by us, it will be at an additional cost.

“Standard Service” means during Normal Business Hours technical support from us regarding any issues with the Equipment. If, after remote trouble shooting, we determine, at our sole discretion, a complete failure of hardware, we will replace the Equipment and will install it at no extra charge. If, after trouble shooting, the issue is not resolved, during Normal Business Hours our engineers will perform an on-site visit. Repairs, labour, and spare parts are included.

- a) We will provide you with any Service Cover that you purchase from us. If you do not have Service Cover and request from us service support you will be charged at our then rates for all parts and service support.
- b) Service Cover for purchased Equipment shall commence on signature of the Order, Service Cover for leased Equipment commences on the date of dispatch and, in each case, unless terminated earlier in accordance with this clause, Service Cover shall continue for a 12 month period (Service Cover Initial Term) and shall automatically extend for 12 months (Service Cover Renewal Term) at the end of the Service Cover Initial Term and at the end of each Service Cover Renewal Term. Either party may give written notice to the other party, not later than 90 days before the end of the Service Cover Initial Term or the relevant Service Cover Renewal Term, to terminate Service Cover at the end of the Service Cover Initial Term or the relevant Service Renewal Term, as the case may be.
- c) We reserve the right to amend the annual charge for applicable Service Cover for each Renewal Term.
- d) All exchanged parts or Equipment become our property. You must make exchanged Equipment available for us to collect from your premises.
- e) You shall maintain a safe working environment accordance with current health and safety laws.
- f) You must provide a suitable electrical power supply in accordance with our advice and/or recommendations.
- g) We may:
  - (i) cease Service Cover if you are late paying us;
  - (ii) make additional charges for time and material used for (a) repairs caused by (including, but not limited to) accidental or deliberate damage; (b) improper use or operation of the Equipment by untrained and/or non- competent personnel; (c) work outside of Normal Business Hours.
  - (iii) charge you for replacement Equipment, caused by (a) accidental or deliberate damage to the Equipment; and/or (b) improper use or operation of the Equipment by untrained and/or non-competent personnel.
- h) If in our opinion reconditioning of the Equipment is required due to deliberate or accidental damage, abnormal use outside the Equipment specification, or failure outside the Service Cover, an estimate of the cost of reconditioning will be submitted to you. You must pay the costs of any

necessary reconditioning. If you do not authorize the work we may immediately terminate Service Cover.

- i) Service Cover does not cover any repairs known by you or by us before the Service Cover subscription.

## **11. 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 UK GDPR which has the meaning given to it in section 3(10) (assupplemented by section 205(4)) of the Data Protection Act 2018; and (iii) any successor legislation to the Data Protection Act 2018 and the UK GDPR.

## **12. 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.

## **13. 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.

#### **14. 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.

## **15. 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 15 will survive any termination of this Agreement or an Order indefinitely.

## **16. 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.

## **17. 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.

## **18. 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.

## **19. 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.

## **20. 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.

## **21. 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.

## **22. 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](mailto:relationsCCC@pb.com).

## **23. 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.

## **24. 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).