

COMMERCE SERVICES STANDARD TERMS AND CONDITIONS

These Commerce Services Standard Terms and Conditions (these "T&C's") govern the Client's acquisition and use of the Services (defined herein) offered by Pitney Bowes Inc. or one of its Affiliates (collectively, "Company") under one or more statements of work (each, a "SOW") entered into under the Framework Agreement referencing these T&C's (the "Framework Agreement", and together with these T&C's, each SOW, and the terms and conditions governing such SOWs, the "Services Agreement"). By signing the Framework Agreement, you accept the terms of these T&C's and agree to be bound by them for so long as you use the Services.

1. Definitions

- 1.1. "Client" means the legal entity which is listed in Section 2 of the Framework Agreement.
- 1.2. "Client's Systems" means back-office and/or front-office systems and software owned or licensed by Client that are used by Client for business management purposes including, without limitation, order entry, inventory and receiving, accounting, warehouse management, data reporting, fulfillment and customer service.
- 1.3. "Intellectual Property" means any and all intellectual property and proprietary information, including, without limitation, all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of authorship (whether copyrightable or not), including computer programs, mask works, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, code, ideas, inventions, algorithms, know-how, methods and techniques incorporated or associated therewith, and any other technology, software (in object and source code form), XML schemas, hardware, tools, models, utilities, methodologies, programs, systems, analysis frameworks, processes, as well as any derivatives, modifications and extensions thereof, in each case whether registered or unregistered, and including all registrations and applications for the same and renewals or extensions thereof, and (e) all intellectual property and proprietary rights and similar or equivalent rights or forms of protection in any part of the world embodied in or arising from any of the foregoing.
- 1.4. "Non-Attributable Data" means non-personally identifiable data, including utilization rates and weight

and zone statistics that Company collects but is not attributable to Client or its customers.

- 1.5. "Services" means the services purchased by Client and provided by Company as set forth in the respective SOW.
- 1.6. "Company's Systems" means Company's APIs, proprietary logistics management system, including logistics capabilities, proprietary technology and all other Intellectual Property relating to the Services, as well as those design and technical requirements necessary for integrating Client's Systems with the foregoing in connection with the Services.
- 1.7. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Framework Agreement.

2. Fees For Services

- 2.1. Payment and Interest. The fees and invoicing procedures for the Services are set forth in the respective SOW. All amounts invoiced to Client in connection with the Services Agreement that are not Disputed Amounts (defined below) (such amounts, "Undisputed Amounts") will bear interest at the rate of 1.5% per month (or the highest rate permitted under applicable law, whichever is lower) from the date due until paid.
- 2.2. Disputed Amounts. If Client believes any amounts are erroneously invoiced to it due to administrative or other billing errors ("Disputed Amounts"), Client must notify Company of the same within 14 days of the applicable invoice date. Following Company's review and determination—in its sole, good faith, discretion—of the validity of such claims, as Client's sole, complete and exclusive remedy, Company will credit the value of the validated Disputed Amounts against Client's then-outstanding balance. Client hereby waives any rights it may under the Services Agreement, at law, in equity or otherwise to dispute invoiced amounts after the 14th day following the applicable invoice date.
- 2.3. Effects of Failure to Pay. If Client fails to pay any Undisputed Amounts within 14 calendar days of the due date, in addition to any other available remedies, Company may discontinue, withhold or suspend its performance of Services, and require Client to provide a cash deposit prior to Company resuming Services. Any such actions will not constitute a breach of the Services Agreement by Company. Company's termination rights related to any failure of Client to pay fees due under an

SOW are not subject to the breach cure periods set forth herein or otherwise in the Services Agreement. Additionally, Company has no obligation to provide Client any credit, refund, or other amounts otherwise owed to Client under the Services Agreement if, and so long as, any amounts owed by Client are past-due, regardless of whether or not the provision of such credit, refund, or other amount is explicitly subject to this Section.

- 2.4. Set Off. Client agrees that, in addition to, and without limitation of, any claim, repayment obligation, lien, or other right under the Services Agreement any other agreement, Company may otherwise have, Company is entitled, at its option, to the fullest extent permitted by law, to set off and apply any indebtedness that is not paid when due, held by it for the credit or account of Client, in U.S. Dollars or in any other currency, against any amount otherwise payable from Company to Client or any of Client's Affiliates. Without limiting the foregoing, Client shall perform its payment obligations under the Service Agreement without setoff, deduction, recoupment, or withholding of any kind for amounts owed or payable by Company to Client under the Services Agreement, applicable law, or otherwise and whether relating to Company's breach, bankruptcy, or otherwise, and Client hereby waives any rights it may have under the Services Agreement, at law, in equity or otherwise to so setoff, deduct, recoup or withhold such amounts.

3. Taxes. In addition to the fees set forth in the Services Agreement, Client shall pay all taxes, duties and levies of any governmental authority (other than taxes on Company's net income), imposed upon the provision of the Services, if any. If Client claims exemption, it must provide Company with documentation supporting such exemption. If Company incurs any tax liability, duty or levy as a result of the provision of the Services, or receives an assessment from a taxing authority in connection with the provision of the Services payable by Client hereunder, in each case other than taxes on Company's net income, Client shall indemnify Company for all such taxes, duties and levies so incurred or assessed.

4. Representations and Warranties. Each party represents and warrants that: (a) it will comply with all applicable U.S. laws (including United States Postal Service ("USPS") regulations), (b) it has the full right, power and authority to execute the Framework Agreement and each SOW, perform its obligations under the Services Agreement, and to consummate the transaction contemplated by the Services Agreement, (c) it shall not knowingly provide to the other party any software, code or other such information that contain code or

programming routines that contain destructive properties or that are intended to damage any system or data of the other party, (d) the execution and delivery of the Framework Agreement and each SOW does not, and the consummation of the transactions contemplated under the Services Agreement will not result in a breach or infringement of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any consent of any person pursuant to, any contract or agreement to which it is a party or by which any of its properties may be bound and (e) the execution and delivery of the Framework Agreement and each SOW does not, and the consummation of the transactions contemplated under the Services Agreement will not, require any consent, approval, authorization or permit of, or filing with, or notification to, any governmental or regulatory authority.

5. **Termination.**

- 5.1. **SOW Termination.** Either party may terminate any SOW upon notice to the other party if: (a) the other party breaches a material term of such SOW, and such breach is not cured within thirty (30) days of the date of written notice; (b) any applicable law, or an interpretation by any regulatory authority regarding the laws and/or operating requirements applicable to a party's business, changes and has a material adverse effect on such party's ability to perform its obligations under such SOW (but only if terminating will alleviate said effect); or (c) a regulatory, governmental, legal or other similar enforcement authority requires or instructs a party to terminate or suspend performance of its obligations under such SOW to the other party. Nothing withstanding the foregoing, and without incurring any liability, Company may terminate any SOW upon thirty (30) days written notice in connection with Company's general discontinuation (in its sole discretion) of its provision of services which are the subject of such SOW.
- 5.2. **Insolvency.** Either party may terminate the Services Agreement immediately in the event: (a) the other party becomes insolvent or unable to pay debts as they mature, files for bankruptcy or makes an assignment for the benefit of creditors or (b) the other party is dissolved or liquidated.
- 5.3. **Effect on Framework Agreement and SOWs.** Upon expiration of the Framework Agreement, each SOW then in effect will remain in effect (including with respect to the applicable terms of the Framework Agreement and these T&C's) until such SOW expires or terminates pursuant to its terms. Upon termination of the

Framework Agreement, whether for breach, convenience or otherwise, each SOW then in effect will immediately terminate. The Framework Agreement will automatically terminate if no SOWs are in effect during any 30 day period.

- 5.4. **Effects of Termination.** Except as set forth in Section 5.3, upon expiration or termination of the Services Agreement or any SOW for any reason: (a) all licenses granted under the Services Agreement or applicable SOW are immediately terminated; (b) each party will promptly cease all use of the other party's Confidential Information and Intellectual Property (including Company's Systems or Client's Systems) provided in connection with the Services Agreement or applicable SOW, and, will certify its compliance with this requirement promptly following written request from the other party; and (c) all of Client's payment obligations under the Services Agreement or applicable SOW become immediately due and payable. Neither party will incur any liability for any damage, loss or expense of any kind suffered or incurred by the other arising from or incident to any termination of the Framework Agreement or any SOW which complies with the terms of the Services Agreement, whether or not the terminating party is aware of any such damage, loss or expense.

6. **Confidentiality.**

- 6.1. **Confidential Information.** Each party may disclose ("**Disclosing Party**") to the other party ("**Receiving Party**") certain information (including without limitation any disclosures made during evaluation of the business relationship which is the subject of the Services Agreement if not governed by a separate agreement), in writing, orally or by inspection of tangible objects that Receiving Party should reasonably consider confidential or proprietary due to the information itself or the nature of its disclosure ("**Confidential Information**"). By way of example and not limitation, Confidential Information includes documents (including the Services Agreement and any pricing thereunder), electronic files, prototypes, software, financial and other business information, customer lists, research and development, business activities and plans, products, services, employee lists and turnover, and technical knowledge, whether such information is owned by Disclosing Party or any Affiliate or third party. Confidential Information does not include any information which (a) was publicly known and generally available prior to the time of disclosure, (b) becomes publicly known and made generally available

after disclosure through no action or inaction of Receiving Party, (c) is already in the possession of Receiving Party at the time of disclosure and not governed by a separate agreement, or (d) is obtained by Receiving Party from a third party without a breach of such third party's obligations of confidentiality. For the avoidance of doubt, Non-Attributable Data is not Client's Confidential Information.

- 6.2. **Obligations.** Receiving Party shall not; (a) use Confidential Information for any purpose except to fulfill its obligations under the Services Agreement; (b) disclose any Confidential Information to third parties or to its personnel, except (i) to Receiving Party's employees, consultants, and advisors who are required to have such Confidential Information in connection with the Services Agreement, or (ii) to the extent required by a judicial or regulatory order or subpoena to disclose such Confidential Information; provided that, if permitted by law, Receiving Party gives Disclosing Party prompt written notice of such requirement prior to such disclosure and reasonably cooperates with Disclosing Party's efforts to legally challenge the requirement, restrict the scope of required disclosure, or protect the information from public disclosure; (c) except to the limited extent as is permitted by law notwithstanding contractual prohibition, reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Confidential Information; and (d) make any copies of Confidential Information except as necessary to perform its obligations under the Services Agreement. Additionally, Receiving Party shall (i) protect all Confidential Information from unauthorized use or disclosure by using at least the same degree of care it uses in safeguarding its own Confidential Information of like nature, but in any event, not less than a reasonable degree of care, and (ii) without limiting Section 5.4, following Disclosing Party's request, return Confidential Information together with all copies thereof; provided, Receiving Party may retain one copy of the written or other tangible Confidential Information solely for archival purposes. Receiving Party's obligations with respect to Confidential Information hereunder survives until such time as all such information is no longer considered "Confidential Information" under clauses (a)-(d) of Section 6.1.
- 6.3. **Conflicting Terms.** To the extent any term of this Section conflicts with another provision of the Services Agreement pertaining to customer information or other

terms governing specific information or data, the latter prevails.

7. **Intangible Property.**

7.1. **Ownership.** As between the parties, Client owns any and all rights, title and interest in and to Client Confidential Information, Client's Intellectual Property, and Client's Information Systems ("***Client Owned Property***"), and Company owns any and all rights, title and interest in and to Company's Systems and Company's Intellectual Property, and any Intellectual Property made or conceived or reduced to practice by the parties related thereto, including, without limitation, all associated Intellectual Property and other proprietary rights embodied in or arising from any of the foregoing, ("***Company Owned Property***"). Nothing in the Services Agreement grants, by implication, estoppel or otherwise, a license of either party's Intellectual Property, other than the limited licenses granted therein. For the avoidance of doubt, nothing in the Services Agreement grants, by implication, estoppel or otherwise, Client any rights to sublicense, share, or otherwise make available Company Owned Property to any third-party, including vendors of Client. If Client desires for a contractor, vendor or any other third-party to access Company Owned Property in connection with its receipt of Services, such third-party must agree in writing to Company's terms and conditions with respect to such access.

7.2. **License.** Each of Client Owned Property and Company Owned Property may be referred to herein as "***Owned Property***". In connection with the performance of the Services, each party may need to use portions of the other party's Owned Property. Accordingly, subject to the terms and conditions of the Services Agreement, during the term of the Services Agreement, each party grants to the other party a limited, non-exclusive, non-transferable, world-wide, royalty-free right to use such limited portion of the Owned Property solely to the extent necessary to comply with its obligations under the Services Agreement.

8. **Disclaimer; Limitations of Liability.**

8.1. **Warranty Disclaimer.** EXCEPT AS SET FORTH HEREIN COMPANY DOES NOT MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ACCURACY WITH RESPECT TO THE

SERVICES AND COMPANY'S SYSTEMS, AS WELL AS ANY WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, USAGE OR TRADE PRACTICE. COMPANY DOES NOT REPRESENT THAT THE OPERATION OR CLIENT'S USE OF COMPANY'S SYSTEMS WILL BE UNINTERRUPTED, ERROR-FREE OR THAT COMPANY'S SYSTEMS ARE NOT SUSCEPTIBLE TO INTRUSION, ATTACK OR COMPUTER VIRUS INFECTION.

8.2. **Third Party Disclaimer.** Company may use (but is not required or limited to using) services provided by the USPS. Client acknowledges that the USPS is not an agent, strategic partner or subcontractor of Company, and Company is not responsible or liable for any transportation services provided by the USPS. Client further acknowledges that Company is not responsible or liable for hardware, software or other items or any services provided by any entities other than Company and Company's agents, strategic partners and subcontractors. By way of example but not of limitation, Company is not responsible or liable for stoppages, slowdowns, performance problems and other problems resulting from internet access due to Client's telecommunications or internet access providers. If the USPS revokes or materially changes its programs, Company may, in addition to any rights Company has under the Services Agreement or otherwise, upon thirty (30) days' written notice, revise any or all of the Service fees in the affected SOW.

8.3. **Limitation of Liability.** EXCEPT AS EXPLICITLY SET FORTH HEREIN OR OTHERWISE IN THE SERVICES AGREEMENT, EACH PARTY'S LIABILITY TO THE OTHER FOR ALL DAMAGES AND INDEMNITY OF ANY KIND ARISING UNDER OR RELATING TO THE SERVICES AGREEMENT (a) IS LIMITED SOLELY TO DIRECT DAMAGES AND NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, SUCH AS, FOR EXAMPLE, LOSS OF SALES, GOODWILL, PROFITS OR REVENUES, OR OTHER SIMILAR DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) IS CAPPED SUCH THAT (i) THE LIABILITY IN RESPECT OF ANY PARTICULAR CLAIM ARISING OUT OF OR RELATING TO THE SERVICES MAY NOT EXCEED THE AMOUNTS PAID BY CLIENT TO COMPANY UNDER THE SERVICES AGREEMENT FOR THE SERVICE THAT FORMS THE BASIS OF THE CLAIM FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF SUCH CLAIM; AND (ii) THE CUMULATIVE LIABILITY IN RESPECT OF ANY AND ALL CLAIMS ARISING

OUT OF OR RELATING TO THE SERVICES MAY NOT EXCEED \$1,000,000. THE PARTIES INTEND THAT THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN AND ELSEWHERE IN THE SERVICES AGREEMENT WILL BE ENFORCED AS WRITTEN, BUT OTHERWISE TO THE MAXIMUM EXTENT ALLOWABLE BY LAW. FOR PURPOSES OF CLARIFICATION, AMOUNTS DUE AND PAYABLE TO COMPANY UNDER THE SERVICES AGREEMENT ARE NOT SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION.

8.4. **Exceptions.** THE LIMITATIONS SET FORTH IN:

(a) SECTION 8.3 DO NOT APPLY TO (i) ANY CLAIMS FOR PERSONAL INJURY OR DEATH; (ii) ANY CLAIMS BASED UPON A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (iii) CLIENT'S DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER THE SERVICES AGREEMENT AND ANY LIABILITY ARISING THEREUNDER; AND

(b) SECTION 8.3(a) DO NOT APPLY TO (i) ANY CLAIMS BASED ON A WILLFUL VIOLATION OF EITHER PARTY'S INTELLECTUAL PROPERTY; (ii) EITHER PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 6; OR (iii) ANY CLAIMS FOR INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

9. **Nature of Relationship.** The relationship between Company and Client is strictly that of independent contractors, and the parties are not agents, parties to a joint venture, or partners of one another.

10. **Insurance.** Company shall at all times during the term of the Services Agreement maintain commercially reasonable insurance for loss from property damage, bodily injury, and death appropriate to the Services provided.

11. **Reference & Marketing.** Client agrees that Company can use (a) Client's name in a client list and/or to identify Client as a current client when communicating with prospective clients, in each case, along with a description of applicable Services; and (b) Client's name and logo in marketing content, including in an advertising campaign, with Client's prior consent (Client may not unreasonably withhold, condition or delay such consent).

12. **General Terms**

12.1. **Force Majeure.** Company will not be responsible for or incur any liability for any delay or failure in performance of any service or obligation under the Services Agreement and shall be excused from the performance to the extent that Company is prevented, restricted, delayed or interfered with by causes beyond its control, including but not limited to acts of God, fire, floods, severe weather, explosions, utility or communication

failures, earthquakes, wars (declared or undeclared), labor disputes, strikes, lockouts, riots, epidemics, acts of terrorism, blockades, embargoes, government orders or requirements having legal effect of any government or any judicial authority, or any other situations, whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of Company (each a “**Force Majeure Event**”). In case of a Force Majeure Event, Company will promptly notify Client; provided, failure to so notify Client will not affect Company’s rights or remedies under this section unless such failure directly and materially adversely affects Client’s financial condition.

- 12.2. Severability; Modification. If a court of competent jurisdiction holds any provision, in whole or in part, of the Services Agreement is invalid, illegal or unenforceable, the parties agree such provision is severed from the Services Agreement and the remaining provisions of the Services Agreement will remain in full force and effect.
- 12.3. Waiver; Amendment. Unless otherwise specified, the failure to enforce any provision of the Services Agreement or otherwise exercise any right or remedy available thereunder does not operate as a waiver thereof or preclude further enforcement or exercise. No waiver of any provisions, right or remedy under the Services Agreement is effective unless explicitly set forth in writing and signed by the waiving party. Without

limiting the foregoing, no amendment to or modification of the Services Agreement is effective unless it is in writing and signed by an authorized representative of each party.

- 12.4. Assignment. Neither party may assign the Services Agreement without the prior written consent of the other party, with the exception that Company may assign the Framework Agreement or any SOW to an Affiliate without notice to, or consent from, Client. The Services Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.
- 12.5. Governing Law; Injunctive Relief. The laws of New York, excluding its conflicts-of-law rules, governs the Services Agreement and all conflicts, suits, proceeding, actions, claims or other disputes arising out of or relating thereto or the transactions contemplated thereby. The parties hereby agree and consent to the exclusive jurisdiction and venue of the state and/or federal courts situated in the State of New York in any action arising out of or relating to the Services Agreement, and hereby submit to the personal jurisdiction of such courts. Each party hereby waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such action. Each party agrees that any violation or threatened violation of its obligations relating to the use and protection of the other party’s Confidential Information and Intellectual

Property may cause irreparable injury to the other party, for which damages or other legal remedies are inadequate. In seeking enforcement of any of these obligations, in addition to all other available remedies, either party is entitled to seek preliminary and/or permanent injunctive relief and/or other equitable relief.

- 12.6. Notices. The parties shall provide all notices, consents or waivers required or permitted under the Services Agreement in writing to the address set forth in the Framework Agreement (unless a different address is provided by a party), and the same are deemed duly given when (a) delivered personally; (b) upon delivery according to the records of an overnight courier service; (c) upon USPS records if sent by certified mail (postage prepaid); (d) upon acknowledgement of an email’s receipt by an authorized representative of the party.
- 12.7. Survival. Any outstanding payment obligations, all definitions, and the provisions of Sections 1, 5.3, 5.4, 6, 7, 8 and 12 will survive termination of the Services Agreement for any reason.

-----End of Commerce Services Standard Term and Conditions-----