



MAILSTREAM ON DEMAND SERVICES AGREEMENT

Thank you for choosing Pitney Bowes. Please read these terms carefully. These terms, the Addenda, and the executed order form (the "Order") make up your agreement with Pitney Bowes (this "Agreement"). "PB", "we", "our" or "us" refers to Pitney Bowes Inc. "You", "your" or "Client" refers to the entity identified on the Order.

1. **Scope.** During the Term (defined in Section 6), we (or one of our affiliates or vendors) will provide one or more of the Mailstream On Demand services to you as identified on the Order (the "Services"). New services may be added from time to time by the execution of a new order. In addition to these terms, depending on the service, additional terms may apply. These terms will be set forth in an Addendum to this Agreement. The Order will become effective when signed by you ("Effective Date").

2. **Performance Standards; Warranty.** We will perform the Services in a skillful and workmanlike manner consistent with the standards set forth in the Addendum. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF, OUR AFFILIATES AND OUR VENDORS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

3. **Prices and Payment Terms.**

a. **Service Fees.** You agree to pay the fees for the Services, which are listed on the Order and applicable Addendum. You also agree to pay the fees for any other services selected on the Order. All fees are exclusive of any applicable sales, use, excise, withholding or other taxes. All fees charged to you are subject to an increase equal to any taxes PB may be required to pay, other than tax due on the net income of PB. If one or more Services are not implemented within 6 months of the date first specified above, we reserve the right to modify the fees specified on the Order or applicable Addendum for which Services have not been implemented. Your payment for Services is due net 30 days from the date of the invoice. Past due invoices are subject to a late fee. PB will submit invoices directly to the address you provide on the Order.

b. **Postage.** As a courtesy, and in order to process in a timely manner each file containing your documents submitted for printing and mailing ("Print File"), we pay the related postage on your behalf. However, you remain liable to us for this cost and must immediately reimburse us. To facilitate prompt reimbursement, we require you to establish and maintain a Postage Expense Deposit (Reserve) Account with The Pitney Bowes Bank, Inc., dedicated for activity under this agreement (your "MOD Reserve Account"). We will debit postage incurred for your Print Files from your MOD Reserve Account pursuant to the authorization you grant to us under your Postage Expense Deposit (Reserve) Account Authorization Agreement for Payments with The Pitney Bowes Bank, Inc., which shall be completed as part of your enrollment process for your MOD Reserve Account.

Any deposit made by you in your MOD Reserve Account is subject to separate terms and conditions which will be provided to you by The Pitney Bowes Bank, Inc. On or prior to the Effective Date, the parties will agree on a minimum balance that you must maintain in your MOD Reserve Account. This minimum balance will be based on your projected activity under this Agreement and can be managed by you in your online Pitney Bowes account. We may require you to change your minimum

balance at any time by notifying you at the email address you provide to us for contact. If you would like to initiate a change to your minimum balance in Your Account, you may do so with our consent.

Prior to processing each Print File, we will confirm the availability of funding in your MOD Reserve Account in an amount equal to the estimated postage required for the Print File plus 10% (the "Estimated Postage").

i. **Debit Inquiry - Sufficient Funds.** If there are sufficient funds in your MOD Reserve Account to cover the Estimated Postage, the Print File will be processed, and we will initiate a debit from your MOD Reserve Account in an amount equal to the actual postage paid by us (the "Actual Postage").

ii. **Debit Inquiry - Insufficient Funds.** If there are insufficient funds to cover the Estimated Postage, the Print File will not be processed, and we will not be responsible for any delays. Once the amount in the MOD Reserve Account is equal to or exceeds the Estimated Postage, you must release the Print File for processing. We will provide the necessary instructions to you to release the Print File. Once your Print File is processed, we will initiate a debit from your MOD Reserve Account for the Actual Postage.

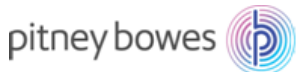
iii. **Debit Request – Insufficient Funds.** If there are insufficient funds to cover the Actual Postage, you will be in breach of this Agreement.

4. **Confidentiality; INDEMNIFICATION; Intellectual Property.**

a. In providing the Services, each party may have access to the other party's confidential information. Each party agrees to hold this information in confidence and only use it in connection with the exercise of its rights and the performance of its obligations under this Agreement. Confidential information does not include information that: (i) is already public or becomes available to the public through no breach of this Agreement; or (ii) was in the receiving party's possession before receipt from the disclosing party; or (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or, (iv) is independently developed by or on behalf of the receiving party without use of any of the disclosing party's confidential information. We will handle your personal information in accordance with our [Privacy Statement](#).

b. You will be responsible for ensuring that you have the appropriate rights to (including the right to provide to us) all data, materials or other information that you may provide in connection with the Services, and you agree to indemnify and hold us harmless from and against all claims, costs, expenses, losses and liabilities resulting from a violation of the foregoing.

c. You grant to us (and our affiliates and vendors, if applicable) the right to use the data you provide to us as necessary to provide the Services. All rights in and to any intellectual property used or disclosed by us (or our affiliates or vendors, as applicable) to you



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

d. Each party will keep confidential the terms and conditions of this Agreement.

5. **LIMITS ON LIABILITY.** OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR AFFILIATES OR VENDORS) IS LIMITED TO THE FEES (EXCLUDING POSTAGE OR MATERIALS COSTS) PAID BY YOU TO US (FOR THE APPLICABLE SERVICES INVOLVED) IN THE 12 MONTHS BEFORE THE EVENT THAT GIVES RISE TO THE CLAIM. NEITHER PB NOR ITS AFFILIATES OR VENDORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.

6. **Term; Termination.**

a. This Agreement will become effective as of the Effective Date and will continue for the number of years set forth on the Order (the "Term"). Each Addendum will be effective on the effective date set forth in the associated order and will remain in effect, unless terminated sooner as provided below, for the term set forth therein. Any Addendum effected prior to the termination of this Agreement will remain in effect for its entire term and any provisions contained in this Agreement that apply to the Addendum will remain in full force until the expiration or termination of the Addendum.

b. Either party may terminate an Addendum if the other party breaches (i) any material provision of (x) this Agreement as it applies to such Addendum or (y) the applicable Addendum, and, in either case, (ii) does not cure such breach within thirty (30) days after written notice thereof. Termination of the Print and Mail Service Addendum will terminate this Agreement and any other Addendum. Termination of any other Addendum will not affect any remaining Addendums.

7. **Compliance with Laws.** Each party will comply with the provisions of all applicable federal, state and local laws, ordinances, statutes, rules and regulations.

8. **Miscellaneous.**

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

b. **Entire Agreement.** This Agreement (including all Addendum(s)) is the entire agreement and supersedes all prior written or verbal agreements, proposals, understandings and discussions between the parties. Neither party will be subject to

the terms contained on any pre-printed purchase order or other acknowledgement.

c. **Governing Law.** This Agreement will be governed and construed in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles.

d. **Assertion of Claims.** Any claim or cause of action arising out of or relating to this Agreement not presented by Client within 1 year from the discovery of the claim or cause of action shall be deemed waived. Client shall have the duty to mitigate damages for which we may become responsible under this Agreement.

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

f. **Notice.** Notices under this Agreement will be sent to us at the addresses set forth below and to you at the address set forth on the Order, or to such other address as such party has specified most recently by written notice to the other party, in each case via (a) a nationally recognized overnight carrier, or (b) email, with a hard copy sent via regular mail.

If to Pitney Bowes Inc.:
Pitney Bowes Inc.
27 Waterview Drive
Shelton, CT 06484
Attn: Linda Kish
Email: linda.kish@pb.com

With a copy to:
Pitney Bowes Inc.
3001 Summer Street
Stamford, CT 06926
Attn: Executive Vice President, Chief Legal Officer and
Corporate Secretary
Email: legalnotices@pb.com

g. **Survival.** Our respective rights and obligations under Sections 3-6 and 8(c) survive termination of the Agreement.

**PRINT AND MAIL SERVICE ADDENDUM
TO
MAILSTREAM ON DEMAND SERVICES AGREEMENT**

If you are receiving Print and Mail Services under an Order, these terms will also apply. The meanings of capitalized terms not otherwise defined in this Addendum can be found in the Agreement.

1. **Our Obligations.** Pursuant to the terms of this Addendum and the Agreement, you agree to purchase and we hereby agree to provide the services selected on the Order.

2. **Client Obligations.**

a. You agree to assist us (or our vendor) with implementation services, either by allowing access to your information system or by providing necessary data. Technical assistance during interface setup and custom programming development may be required.

b. You agree that you will deliver sufficient data and information to be incorporated into the documents, including the names and addresses of the intended recipients of such documents ("**Data Files**") to PB each month during the term of this Agreement to produce and deliver the documents set forth on the Order.

c. You agree to provide Data Files in an agreed upon format. Major file layout changes may require an amendment to this Addendum, or issuance of a new agreement. We reserve the right to bill you at our then prevailing rate for any modifications to the original data file layout or other account maintenance performed by us after we receive your first live file data transmission. We will provide written quotation of any such modification fees. Variance from the agreed upon format may require manual intervention and lead to processing delays. You are responsible for backing up your Data Files.

d. Before we can start production of any data, you must first review, sign and return to us an "**Approval Form**" in which you approve the data file layout, graphics, data mapping, and other specific elements created for your application. We will not perform the work before we have your executed Approval Form. Each time your file layout changes, including graphics, data mapping, or other specific elements created for your application, an Approval Form will be required.

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

f. You agree to give us at least 45 days' advance written notice for changes to, or discontinuation of, any custom preprinted material and agree to purchase or use any preprinted material in the event of format changes or canceling of contract. Preprinted material will not exceed a 3-month supply, based on average usage, and you will be contacted upon each reordering cycle to confirm preprinted format.

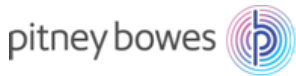
g. You will pay us for the Print and Mail Service in accordance with the pricing outlined on the Order.

h. If any document received from you and processed through the Print and Mail Service is not accurate solely as a result of our failure to perform the Print and Mail Service in accordance with the terms of this Addendum, and such failure results in damage to you, then our sole obligation and liability to you for such event shall be limited to re-printing and, if applicable, re-mailing the inaccurate document. Any claim under this Section must be asserted in writing within 15 days after the mailing of the inaccurate information on which such claim is based. You further agree that neither we nor our vendor shall be liable in any way for any inaccuracy which can be attributed to or demonstrated as resulting from errors or omissions or negligent, wrongful or other acts of Client, Client's affiliates or any of their respective employees, representatives or agents.

3. **Content.** PB reserves the right to refuse to print, mail or deliver any document that, in our sole reasonable judgment, may constitute an invasion of privacy, be degrading, libelous, unlawful, obscene or an infringement on any trademark, trade name or copyright, or could otherwise damage or bring disrepute on PB or any other third party. We will notify Client if we determine to exercise our rights under this Section with respect to any document, and Client will take prompt steps to remove any objectionable text or material specified by us from the document and/or any future documents. If you do not remove such objectionable text or material, we will have no obligation to print, mail or deliver any such document. Notwithstanding the foregoing, PB has no obligation to review the content of any document.

4. **Modifications.** PB or its vendor may make modifications, enhancements or upgrades ("**Modifications**") to the Print and Mail Service within its sole discretion.

5. **Term.** This Addendum shall be effective for the Term, unless terminated in accordance with Section 6(b) of the Agreement.



**RETURN MAIL SERVICE ADDENDUM
TO
MAILSTREAM ON DEMAND SERVICES AGREEMENT**

If you selected the Return Mail Service on the Order, the following terms apply:

1. **Service Offering.** Pursuant to the terms and conditions of this Addendum and the Agreement, you hereby agree to purchase and we hereby agree to provide the Return Mail Service. You hereby grant to us (or our vendor) the authority to process and redistribute documents that are returned to us (or our vendor) via our Return Mail Service. The Return Mail Service consists of the receipt and data harvesting of any document identified as being undeliverable. We agree to provide reporting of the results of the Return Mail Service.

2. **Pricing of Services.** During the term of this Addendum, we hereby agree to perform the Return Mail Service for you for the following fees:

\$0.30 per physical document “returned.”

A document is defined as “returned” when it is returned by the USPS to our vendor’s return mail processing center.

3. **Term.** The effective date of this Addendum shall be the date you sign the Order on which this service is selected and shall continue until the end of the Term, unless terminated in accordance with Section 6(b) of the Agreement, or upon thirty (30) days notice provided by either party to the other.