



PITNEY BOWES COMPLETE™ DELIVERY PRODUCT TERMS (June 2018)

These Pitney Bowes Complete Delivery Product Terms are entered into as of the date set forth on your Order, and supplements the On-Premise Software License Agreement or On-Demand Subscription Services Agreement, as applicable, in addition to the Pitney Bowes Terms (together with the On-Premise Software License Agreement or the On-Demand Subscription Services Agreement as applicable, the “**PBI Agreement**”). These Product Terms govern your use of the Complete Delivery service (the “**CD Service**”) as further described below. Any conflict between the PBI Agreement and these Product Terms will be resolved in favor of these Product Terms as it relates to your use of the CD Service.

SECTION 1. SCOPE OF SERVICES

Each individual package tendered by you for shipment using the United States Postal Service (“**USPS**”) Priority Mail option (“**Parcel(s)**”) will originate from one of your facilities as designated in your Order (a “**Facility**”) and will be shipped by the USPS as subcontracted by us in accordance with the USPS Priority Mail transportation method to a destination set forth in a PBI compliant shipping label. A Parcel is deemed tendered to the USPS after you have placed a PBI compliant shipping label on your Parcel and the USPS has taken physical custody of the Parcel as demonstrated by the scanning of the label by the USPS following your handover of the Parcel to the USPS (“**Tender**”).

SECTION 2. RATES AND REQUIREMENTS

- 2.1 **Domestic Rates.** We will process Parcels based on the fees and costs you are required to pay for Priority Mail shipments Tendered to the USPS (the “**Rates**”). The Rates available to you as part of the CD Service will be provided to you through the Licensed Product(s) or Service(s), as applicable through which you print shipping labels (the “**PBI Products**”). Rates are exclusive of fuel or other surcharges, and any surcharges levied against us by the USPS will be passed through to you as applicable. Rates are also dependent upon charges provided to us by the USPS, and we may adjust the Rates upon thirty (30) business days’ written notice to you in the event that the USPS adjusts its charges to us. You may not resell, sublicense or otherwise reuse the Rates, or allow the Rates to be used by another party or from any destination other than a Facility. The Rates are our confidential information and are for your use with the PBI Products only. You are not permitted to disclose the Rates to any third party.
- 2.2 **Maximum Size and Weight Limits.** You will ensure that Parcels shipped through the CD Service are properly packaged and meet the acceptance requirements of the USPS for Priority Mail shipments, including any maximum size and weight limits imposed by the USPS.
- 2.3 **Emergency Situations.** We may assess temporary surcharges to recover costs associated with emergency situations that could not be reasonably anticipated at the time of execution of the Order to which these Product Terms apply. Temporary surcharges will be in addition to the Rates paid by you. We will provide five (5) days written notice (either via email or other electronic notification method) of any emergency situations requiring a surcharge.

SECTION 3. DELAYED SHIPMENTS AND GUARANTEED DELIVERY

- 3.1 **Delivery Date.** For Parcels Tendered to the USPS for Priority Mail by the daily cut-off time published by the USPS applicable to the relevant Facility (“**Guaranteed Parcels**”), and based on transaction data associated with the shipment of each Parcel provided to us by you, we will use commercially reasonable efforts to cause the USPS to deliver said Parcels within the USPS’s published delivery window (“**Delivery Date**”).
- 3.2 **Delivery Guarantee.** We will, upon your request and subject to the restrictions below, provide a refund of the Rate you paid for Guaranteed Parcels that do not arrive at the recipient address on or before the Delivery Date (“**Guarantee**”) subject to the following conditions:
 - (1) You must use a shipping label generated by the PBI Products for USPS Priority Mail.
 - (2) If you ship multiple Parcels in the same shipment, each Parcel will carry its own Guarantee, therefore a refund will only be applied to the Rates paid for the Parcels not delivered by the Guaranteed Delivery Date, and not the entire shipment.

- (3) The Guarantee is exclusive of all other items, including, without limitation, fines, taxes or other charges or amounts (such as any fuel surcharge component), and transportation charges resulting from returned shipments.
- (4) You must notify us of any claim for late or failed delivery in writing to PBDClaims@pb.com within fourteen (14) days of the Tender date and provide us with the shipment identification number, the date of shipment, and complete recipient information. Within sixty (60) days after you notify us, we will either:
 - (a) Provide you with a refund as a credit to your Purchase Power account;
 - (b) Provide you with information explaining the reason that the Parcel is not eligible for the Guarantee under the applicable limitations or exclusions; or
 - (c) Provide you with evidence of timely delivery.
- (5) The Guarantee will not apply where late delivery or failure to deliver is due to circumstances beyond our or the USPS's control including, but not limited to, inaccurate or incomplete shipment information, delivery instructions or other information.
- (6) The Guarantee does not apply to any Parcel that contains Unacceptable Goods as defined in section 6.1(2) below, or any Parcel that does not meet restrictions on, e.g., size, weight, commodity or value identified by us or the USPS.

SECTION 4. PURCHASE POWER.

- 4.1 You must use your Purchase Power Account as the method of payment for the Rates of Guaranteed Parcels. See the Pitney Bowes Terms for more information concerning Purchase Power.
- 4.2 You will be responsible for any additional charges arising from data entry errors on Parcel waybills.

SECTION 5. TERM; TERMINATION.

Your enrollment in the CD Service and these Product Terms will begin upon execution of your Order, and will continue for the Term. Either party may elect to terminate these Product Terms at any time upon thirty (30) days written notice to the other party. Either party may terminate these Product Terms immediately if: (i) the other party does not cure a material breach of these Product Terms within thirty (30) days of receipt of notice of the breach; or (ii) the USPS requires us to discontinue the CD Service, at which time we will provide reasonable notice to you of the termination. Termination of these Product Terms for any reason will not affect the PBI Agreement, which will continue in effect for the duration of its term.

SECTION 6- STANDARD PROVISIONS.

6.1 DELIVERIES AND UNDELIVERABLES

- (1) Delivery Address. Parcels will be delivered to the recipient address provided by you but not necessarily to the recipient personally. Shipments to addresses with a central receiving area will be delivered to that area. You authorize the USPS to leave Parcels without signature at the recipient's address where the USPS deems safe, or alternatively with the recipient's neighbor, in either case at the discretion of the USPS, and delivery will be deemed to have been satisfied.
- (2) Unacceptable Goods. You will ensure that the Parcels to be shipped do not contain any goods or samples of goods (i) not legally allowed to be sold throughout the United States, (ii) made from any type of endangered wild plant or animal that is in the list of species protected by the Convention on International Trade in Endangered Species, (iii) that fall into one or more of the nine United Nations hazard classes, (iv) that are perishable, or (v) that are prohibited or restricted by the USPS (collectively, "**Unacceptable Goods**").
- (3) Undeliverables. If the Parcel is deemed to contain Unacceptable Goods, the recipient cannot be reasonably identified or located, or the recipient refuses delivery (collectively, "**Undeliverables**"), PBI will use reasonable efforts to instruct the USPS to return the Parcel to the Facility from which the Parcel originated at your cost.

6.2 LIMITATION OF LIABILITY

- (1) Notwithstanding anything to the contrary in the PBI Agreement, as it relates to the CD Service, our liability is strictly and expressly limited to the postage Rate paid for the shipment of a Guaranteed Parcel that is being claimed for late or non-delivery, and we disclaim any other liability, whether direct or indirect, related to your use of the CD Service.
- (2) Claims are limited to one claim per Guaranteed Parcel, settlement of which will be full and final settlement for delivery claims related to the Guarantee.

6.3 REPRESENTATIONS, WARRANTIES AND INDEMNITY

(1) Representations and Warranties. Client represents and warrants that:

(a) You will comply with all applicable Federal, State, and local laws, rules, and regulations regarding the shipment of Parcels via the USPS, or shipment via air or ground carriage, which includes the prohibition against shipment of Unacceptable Goods and controls related to the shipment of hazardous materials (collectively, “**Applicable Law**”). In using Priority Mail, you acknowledge that your Parcels are subject to security controls related to both aviation and ground carriage.

(b) All shipments will be prepared in secure premises by you or your employees, and all Parcels in such shipments will be protected against unauthorized interference during their preparation and storage.

(c) All information you or your representatives provide will be complete and accurate, and all Parcels will be properly marked, addressed, and packed to ensure safe transportation with ordinary care in handling.

(2) Indemnification. You will indemnify and hold us harmless from and against claims, suits, actions, damages, losses, demands, costs and expenses (including reasonable attorneys’ fees) asserted by a Parcel recipient, or anyone with an interest in a Parcel relating to any delay or non-delivery of a Parcel. You also agree to indemnify and hold harmless us, our directors, officers and employees from all losses, claims of losses, damages and expenses (including without limitation court costs and reasonable attorneys’ fees) asserted by third parties, resulting from or arising out of: (a) your breach of these Product Terms or any Applicable Law; (b) bodily injury or death caused by you or your subcontractors; or (c) the grossly negligent acts or omissions or willful misconduct of you or your subcontractors.