

DEVELOPER.PITNEYBOWES.COM SERVICES AGREEMENT

SHIPPING & MAILING API

(08/15)

IMPORTANT: DO NOT USE THIS SERVICE UNTIL YOU HAVE READ AND AGREED TO THIS SERVICES AGREEMENT. This is an agreement between you (“You” or “Client”) and Pitney Bowes Inc. (“PBI”). If You are accessing the Service on behalf of a company or organization, You certify that you are authorized to agree to this Agreement on behalf of such organization, and “You” as used in this Agreement will mean all authorized users within your organization. If You are located in a geography outside the United States, PBI will mean the affiliate or subsidiary of PBI operating in Your geography. By clicking next to “BUY NOW” prior to accessing the Service or by registering in the Client Portal, You are agreeing to the terms of this Services Agreement (the “Agreement”). IF YOU ARE NOT WILLING TO BE BOUND BY THE AGREEMENT, terminate Your access to the Service. The terms of this Agreement will only apply to the extent You and PBI have not executed a separate Services Agreement for the same Service.

1. Definitions. For the purposes of this Agreement, the following terms will have the corresponding definitions:

“Acceptable Use Policy” means the terms under which You may access and use the Service;

“Available Hours of Operation” means twenty-four (24) hours per day, seven (7) days per week exclusive of Scheduled Downtime, described in Section 9(b), (PBI Responsibilities; Support), and downtime arising from causes beyond the reasonable direct control of PBI, such as the interruption or failure of telecommunications or digital transmission links, hostile network attacks or a Force Majeure event, as set out in Section 12;

“Available Hours of Support” means the hours set out in the Documentation during which time You may obtain technical support for the Services;

“Billing Period” means a calendar month minus one day;

“Client Data” means any data, such as an address record, geographic data, telephone number, individual or business record or user query, or other material submitted by You to the Service or provided by You to PBI for the performance of the Service;

“Client Portal” means the part of the Service designated as providing You with information regarding the Services purchased by You, recording the number of Transactions performed and other pertinent information regarding Your access and use of the Service;

“Documentation” means the current technical and user documentation for the Service provided on the Client Portal;

“Plan” means the option selected by You, which includes a Term of service;

“Privacy Statement” means the terms under which PBI will collect, use and store Client Data;

“Service” means the services offered by PBI under the terms of this Agreement, further described in the Client Portal;

“Term” means the period of time within which You may access and use the Service under the terms of this Agreement as set forth in the Plan selected by You; and

“Transaction” means the submission and processing of each individual Client Data to the Service or the response to each individual Client Data or user query submitted to the Service.

2. Grant of Rights. PBI hereby grants You a non-exclusive, non-transferable license to access and use the Service in accordance with the terms of this Agreement and the Acceptable Use Policy located at <http://www.pitneybowes.com/content/pb/us/en/license-terms-of-use/apis-acceptable-use-policy.html> during the Term indicated in the applicable Plan selected by You. PBI reserves all rights to the Service not expressly granted by this Agreement.

3. Term; Termination.

a) This Agreement is effective on the Effective Date and will remain in effect for an initial Term as set forth in the Plan selected by You. Upon expiration of the Plan Term, such Plan will automatically renew for successive Terms unless You cancel the Plan in the Client Portal within thirty (30) days of receipt of notification of Term expiration.

b) Either party may terminate this Agreement and Your access to the Service by written notice if the other party commits a material breach of this Agreement and fails to cure such breach within fifteen (15) days after receipt of such notice, or an additional period of time as agreed to by the parties.

c) Upon termination of this Agreement or expiration or termination of a Plan for any reason, You will immediately cease use of the Service and each party will promptly return all Confidential Information of the other party.

d) Sections 4 (Fees, Payment Terms), 6 (Privacy Statement), 7 (Proprietary Rights; Suggestions), 8 (Non-infringement; Indemnification), 10 (Warranties; Disclaimers), 11 (Limitation of Liability), 15 (Applicable Law) and 16 (Verification) will survive termination of this Agreement indefinitely or to the extent set out therein.

4. Fees; Payment Terms.

- a) You will pay PBI the fees associated with the selected Plan via the Client Portal. Unless otherwise identified in the Client Portal, all fees are stated in and will be paid in United States currency. If You fail to pay any fees due by the due date, PBI may suspend performance of the Services upon ten (10) days written notice to You. PBI may change the monthly fees upon thirty (30) days notice to You. Any increase in fees will not be effective until the commencement of the subsequent Term for the specific Plan for which the increase applies.
- b) The fees do not include any amount for taxes. You will pay all federal, state and local sales, use, property, excise, privilege, ad valorem, Internet-related, and other taxes imposed on or with respect to this Agreement for the Services provided hereunder. If any sales, use, excise or other taxes (except for taxes based on PBI's net income) are assessed against or required to be collected in connection with this Agreement it will be set forth at the point of purchase in the Client Portal.
- c) Postage and Shipping. In addition to registering in the Client Portal for use of the Service, You must set up accounts with Your selected shippers and you will pay shippers You use directly through those accounts. If you elect to purchase postage for use with the U.S. Postal Service® ("USPS") through PBI, You may do so using an existing Purchase Power® account established with The Pitney Bowes Bank Inc. Please refer to your current Purchase Power terms and conditions for more information.
- d) You may access the Client Portal to view Your usage and transaction history.
- e) PBI reserves the right, at PBI's discretion, to promptly terminate any free trial or require You to purchase a paid Plan.

5. Your Responsibilities.

- a) Use of the Service is contingent on Your compliance with the Acceptable Use Policy. Failure to comply with the Acceptable Use Policy may result in immediate suspension or termination of Your access to the Service.
- b) You hereby represent and warrant that You have maintained and will maintain any and all certifications, licenses or other authorizations necessary or proper in furtherance of Your use of the Service, including without limitation, federal certification pursuant to United States Department of Transportation regulations regarding the identification, processing and transportation of hazardous materials, if applicable.
- c) Use of U.S. Postal Service.
 - (i) If You use the Service for shipping with the USPS, they must approve Your registration prior to Your use of their shipping services.
 - (ii) When you print postage using PBI, the following information is collected in order to generate valid postage indicia:

- The date and time of the transaction
- The destination ZIP Code™
- The rate category of each indicium created
- The amount of postage printed

If you use the Service to print electronic USPS Tracking (formerly Delivery Confirmation), Signature Confirmation™, or the electronic Priority Mail Express® label, complete return and destination address data, package descriptions, reference IDs, and delivery statuses for each label You print is maintained for your accounting and reporting purposes in the Client Portal.

6. Privacy Statement. PBI will hold Client Data in confidence in accordance with the Privacy Statement located at <http://www.pitneybowes.com/us/license-terms-of-use/lbs-api-privacy-statement.html>.

7. Proprietary Rights; Suggestions. You will retain all right, title and interest in and to all Client Data. You grant PBI a royalty-free, worldwide, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by You relating to the operation of the Service.

8. Non-infringement; Indemnification.

a) PBI will indemnify, defend and hold You, and Your officers, directors and employees harmless from all losses, damages, and reasonable costs and expenses to the extent they arise out of a claim by a third party that the Service, when used in accordance with the Documentation and in compliance with the terms of this Agreement, infringe or misappropriate any copyright, trademark, trade secret or patent registered or valid within the country the Service is authorized to be accessed. PBI will have control of the defense and will defend, at its own expense, any claim or litigation to which this indemnity relates, including the right to settle any such claim. You must notify PBI promptly of any such claim and will provide reasonable cooperation to PBI, upon PBI's request and at PBI's cost, to defend such claim. PBI will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. You may elect to participate in the defense of any claim with counsel of Your choosing at Your own expense.

b) If the Service is subject to a claim of infringement or misappropriation, or if PBI reasonably believes that the Service may be subject to such a claim, PBI reserves the right to: (i) offer a non-infringing replacement Service, at no cost to You, which replacement will be functionally equivalent to such Service; (ii) procure, at no cost to You, the right to continue to use such Service; or (iii) direct You to terminate use of such Service. If PBI directs You to terminate use of such Service, Your remedies, in addition to the indemnification set out herein, will be limited to a refund of any prepaid but unused fees for the Service.

c) PBI will not indemnify You or be liable for claims arising from the use of the Service with data, hardware or software not provided by PBI, use of the Service in a manner not authorized by this Agreement or the Acceptable Use Policy, or Your use of the Service other than as permitted in this Agreement and the Documentation.

d) You will indemnify, defend and hold PBI harmless against any claim arising from: (i) Your use of the Service in a manner not permitted under this Agreement; (ii) a third party claim that the Client Data or any other data, files or other materials provided by You to PBI infringes any patent, copyright or trademark or misappropriates any trade secret; (iii) a violation of any law, rule or regulation regarding the protection of personal data or the use or access to the Service; or (iv) acts of gross negligence or willful misconduct. You will have control of the defense and will defend at Your own expense, any claim or litigation to which this indemnity relates including the right to settle any such claim. PBI must notify You promptly of any such claim and will provide reasonable cooperation to You, upon Your request and at Your cost, to defend such claim. You will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. PBI may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

9. PBI Responsibilities; Support.

a) Support for the Service will be available during the Available Hours of Support. Support will consist of online chat, forum, and email technical support to assist You with the use of the Service and will be provided in accordance with the Documentation.

b) PBI will use commercially reasonable efforts to make the Services available during the Available Hours of Operation. The Service may be inaccessible or inoperable during certain periods to permit PBI to perform maintenance support services ("Scheduled Downtime"). PBI will use reasonable commercial efforts to minimize any disruption, inaccessibility or inoperability of the Services in connection with the Scheduled Downtime or other disruption of Service.

10. Warranties; Disclaimers.

a) PBI represents and warrants that it has the right to grant You the rights granted hereunder

b) PBI represents and warrants to You that the Service will materially conform to the Documentation. PBI does not warrant the operability or accuracy of any Client Data processed by PBI.

c) PBI DOES NOT WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR THAT PBI WILL CORRECT ALL ERRORS IN THE SERVICE. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED "AS IS" AND PBI AND ITS THIRD PARTY SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

ACCURACY, RELIABILITY, NONINFRINGEMENT, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

d) PBI WILL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES CAUSED BY THE UNAUTHORIZED USE OF THE SERVICE OR ACTS OF ABUSE OR MISUSE OF THE SERVICE BY YOU. IN ADDITION, PBI WILL NOT BE LIABLE FOR ANY: (I) LOSS OR CORRUPTION OF CLIENT DATA USED IN THE SERVICE; OR (II) LOSS OR DAMAGE IN CONNECTION WITH OR ARISING OUT OF THE INTERRUPTION OR LOSS OF USE OF THE SERVICE.

11. Limitation of Liability.

A) **DISCLAIMER.** NEITHER PARTY NOR PBI'S THIRD PARTY SUPPLERS WILL BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR LOST DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

B) **MAXIMUM LIABILITY.** IN ANY EVENT, EITHER PARTY'S (AND LICENSOR'S THIRD PARTY SUPPLIER'S) MAXIMUM LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT, CONTRACT OR OTHERWISE) WILL BE LIMITED TO THE AMOUNT OF FEES PAID BY YOU TO PBI DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE OF SUCH CLAIM.

C) **EXCLUSIONS.** THE FOREGOING DISCLAIMER SET FORTH IN SECTION 11(A) DOES NOT APPLY TO YOUR BREACH OF SECTION 5 (YOUR RESPONSIBILITIES), OR EITHER PARTY'S LIABILITY UNDER SECTION 8 (NONINFRINGEMENT, INDEMNIFICATION). THE FOREGOING MAXIMUM LIABILITY SET FORTH IN SECTION 11(B) DOES NOT APPLY TO YOUR BREACH OF SECTION 5 (YOUR RESPONSIBILITIES), YOUR OBLIGATIONS TO PAY AMOUNTS DUE UNDER A PLAN, OR EITHER PARTY'S LIABILITY UNDER SECTION 8 (NONINFRINGEMENT, INDEMNIFICATION).

12. Force Majeure. Except for Your payment obligations, neither party is responsible from any delay or failure to perform resulting from causes beyond its reasonable control.

13. Assignment. You are not permitted to transfer or assign (by operation of law or otherwise) any of Your rights or obligations under this Agreement without the prior written consent of PBI, which consent will not be unreasonably withheld, delayed or denied. Any such transfer or assignment without PBI's written consent will be void and of no force and effect.

14. Publicity. Except as otherwise set forth in the Acceptable Use Policy, neither party will use the name of the other party in any publicity, press releases or similar activity without the consent of the other party.

15. Applicable Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of New York without regard to its principals of conflict of laws. In the event of any

dispute arising out of or relating to this Agreement, a suit will be brought only in a federal or state court of competent jurisdiction located in New York County in the State of New York.

16. Verification. Upon ten (10) days written notice, PBI or its designated third party may verify Your compliance with the terms of the Agreement at all locations from which You access the Service. Such verification will take place no more than one (1) time per twelve (12) month period during normal business hours in a manner which minimizes disruption to Your work environment. PBI may use an independent third party under obligations of confidentiality to provide assistance. PBI will notify You in writing if any such verification indicates that You have used the Service in excess of the use authorized by this Agreement or the applicable Plan. You agree to pay all associated fees directly to PBI for the charges that PBI specifies for such excess use.

17. General.

a) No waiver of or failure to act regarding any breach of this Agreement by either party or the failure of either party to insist on the exact performance of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

b) Any notice alleging a breach of this Agreement will be in writing and will be sent by overnight courier or delivered in person to the party's address set forth in the Client Portal. Notices to PBI will include a copy to: Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 Attn: Legal Department. Any other notice required to be provided by PBI under this Agreement may be sent by postal mail or e-mail to the individual designated by You in the Client Portal, and to PBI at the e-mail addresses designated in the Client Portal.

c) If any provision of this Agreement or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement will remain in full force and effect.

d) Each party will act as an independent contractor and employees of each party will not be considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither party may make any commitments binding on the other, nor may either party make any representation that they are acting for, or on behalf of, the other.

18. Entire Agreement. This Agreement, the Acceptable Use Policy, the Privacy Statement, and all appendices, exhibits, schedules and attachments thereto, including those incorporated by reference, constitutes the entire agreement between the parties with regard to Your access to and use of the Service, may not be modified or amended except by a writing signed by both parties except as otherwise indicated herein, and supersedes all proposals, purchase orders, understandings, representations, prior agreements or communications relating to Your use of the Service. This Agreement also supersedes any

preprinted terms contained on a purchase order or similar document issued by You and any such terms will have no force or effect. You certify that You have not been induced to enter into this Agreement by any representations or promises not specifically stated herein. This Agreement will not be construed against the party that prepared such document, but instead will be construed as if both parties prepared the Agreement.