

## PB Shipping APIs Developer Terms and Conditions

Thank you for choosing PB Shipping APIs, an integrated online API tool that provides a full suite of mailing and shipping solutions (the “Services” or “Site”) for letters and parcels sent through postal and parcel carriers, including the United States Postal Service (“USPS”). PB Shipping APIs are owned and operated by Pitney Bowes Inc., including its Affiliates (collectively, “PBI”, “we” or “us”). These terms and conditions comprise an agreement entered into by you (“you” or “Developer” or “Partner”) and PBI for your access to and use of PB Shipping APIs.

Please carefully read these terms and conditions (the “Terms and Conditions”) and our [Privacy Statement](#) and [Acceptable Use Policy](#) (collectively, the “Agreement”), which are incorporated herein in their entireties. If you are accessing the Services on behalf of a company or an 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 in your organization. By clicking on “ACCEPT” or “AGREE” prior to accessing and using the Services or registering for a PB Shipping APIs Developer Portal, you are agreeing to the terms of this Agreement. **IF YOU ARE NOT WILLING TO BE BOUND BY THE AGREEMENT, PLEASE IMMEDIATELY TERMINATE YOUR ACCESS TO THE SERVICES AND/OR STOP YOUR REGISTRATION.**

If there is a conflict between these Terms and Conditions and any Shipping API Fee Agreement or Statement of Work (“SOW”) (each, “Individual Agreement”) between you and PBI, the applicable Individual Agreement will control with respect to its subject matter and these Terms and Conditions will control in all other respects.

### 1. DEFINITIONS

- a) “Affiliate” means any entity that, directly or indirectly, controls, is controlled by, or is under common control with a party to this Agreement, but only for so long as such control exists, and where “control” means ownership of more than 50% of the stock or other equity interest entitled to vote for the election of directors or an equivalent governing body.
- b) “Available Hours of Operation” means twenty-four (24) hours per day, seven (7) days per week exclusive of Scheduled Downtime, as set forth herein, 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 forth herein.
- c) “Available Hours of Support” means the hours set out in the Documentation during which time you may obtain technical support for the Services.
- d) “Developer Data” means any data, information and/or materials, other than End User Data, transmitted or provided by you to the Services and/or PBI for the performance of each party’s respective rights and obligations hereunder.
- e) “Developer Portal” means a website made available to you by PBI as part of the Services that provides you information specific to your access and/or use of the Services, including for example, the number and types of Transactions occurred and other information regarding your access and use of the Services.
- f) “Documentation” means technical and user documentation provided to you by PBI for the Services.
- g) “End User” means an individual who accesses your Developed Application, as that term is defined in the Acceptable Use Policy, pursuant to your end user license agreement.

- h) “End User Data” means information, including personally identifiable information, as in for example but not limited to, name, email address, postal address, telephone number and/or payment information, collected by you and/or PBI from End Users to enable and permit End Users use and access to the Services as contemplated by these Terms and Conditions and [PB Shipping APIs Merchant Terms and Conditions](#).
- i) “Normal Business Hours” means Mondays through Fridays 8AM-8PM Eastern Time.
- j) “Plan” means the PBI Shipping API service account model option selected and as agreed upon by you and PBI.
- k) “SEV 1 Issue” is a Severity 1 incident characterized by the following attributes: the Incident (a) renders a business critical system, service, software, equipment or network component unavailable, substantially unavailable or seriously impacts normal business operations, in each case prohibiting the execution of productive work, and (b) affects either (i) a group or groups of people, or (ii) a single individual performing a critical business function.
- l) “SEV 2 Issue” is Severity 2 incident characterized by the following attributes: the Incident (a) does not render a business critical system, service, software, equipment or network component unavailable or substantially unavailable, but a function or functions are not available, substantially available or functioning as they should, in each case prohibiting the execution of productive work, and (b) affects either (i) a group or groups of people, or (ii) a single individual performing a critical business function.
- m) “SEV 3 Issue” is Severity 3 incident characterized by the following attributes: the Incident causes a group or individual to experience an Incident with accessing or using a system, service, software, equipment or network component or a key feature thereof and a reasonable workaround is not available, but does not prohibit the execution of productive work.
- n) “SEV 4 Issue” is Severity 4 incident characterized by the following attributes: the Incident may require an extended resolution time, but does not prohibit the execution of productive work and a reasonable workaround is available.
- o) “Transaction” means an End User’s submission of data to and/or processing of the submitted data by the Services, including the response to the submission of and/or user query based on submitted Developer Data and End User Data.

**2. GRANT OF RIGHTS; RESTRICTIONS AND LIMITATIONS**

PBI hereby grants you a non-exclusive, non-transferable limited license to access and use the Services in accordance with the terms of this Agreement. PBI reserves all title, interest and rights to the Services not expressly granted by this Agreement.

**3. TERM AND TERMINATION**

- a) The Term begins upon your confirmed registration of a Developer and/or Shipping API portal account with PB Shipping APIs and continues until your account is terminated pursuant to your Individual Agreement.
- b) Upon termination and/or account closing, you will immediately cease your access and use of the Services, and promptly return all Confidential Information you received from PBI to PBI.
- c) Sections 7 (Fees; Payment Terms), 11 (Data Licensed; Derivative Works), 13 (Representations and Warranties; Disclaimers), 14 (Limitation of Liability), 15 (Indemnification), 16 (Confidentiality), and 21 (Choice of Law; Arbitration; Waiver of Jury Trial) will survive termination of this Agreement.

**4. CHANGES**

We may change the Services and any features of the Services from time to time. In addition, we may change any

of the Terms and Conditions by posting revised Terms and Conditions on the Site and/or by sending an email to the last email address you provided to us. Updated Terms and Conditions will be effective on the first (1<sup>st</sup>) of the immediate next calendar month and will apply thereafter. **IF YOU DO NOT WISH TO AGREE TO THE UPDATED TERMS AND CONDITIONS, YOU MUST STOP USING THE SERVICES IMMEDIATELY. YOUR ACCESS AND/OR USE OF PB SHIPPING APIS SUBSEQUENT TO THE EFFECTIVE DATE OF THE UPDATED TERMS AND CONDITIONS AND FEES CONSTITUTE YOUR AGREEMENT THERETO.**

**5. DEVELOPER PORTAL; BULK POSTAGE ACCOUNT; POSTAL RATES.**

- a) You will be prompted to set up your account in Developer Portal with passwords and other access information to enable you to use the Services, including establishing accounts to track shipping activities, finance and maintain postage funds, activities, balances, and/or other handling and service fees. If you are enabling End Users to access the Services through a postage account (“Bulk Postage Account”), you may finance your account with financing options indicated as available on the Developer Portal, which may change from time to time, with or without notice to you. If you elect to use any PBI financing postage product, including for example those offered and made available by The Pitney Bowes Bank, Inc. (“PB Bank”), postage payments will be advanced to you for payment to the USPS on your behalf, subject to repayment by you to the lender under the terms of the postage financing product and billed separately by the lender providing the postage financing product. You will be subject to the rights and obligations set forth in any applicable financing agreement between you and the applicable lender. Upon termination of your postage account, remaining funds therein will be refunded to you in a manner and by terms to be agreed upon by you and PBI.
- b) Your PB Shipping API account name, password and/or 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 account. We are not responsible for any losses due to stolen or hacked passwords.
- c) Unless agreed upon in writing by you and PBI otherwise, the Service will deliver to you and End User, and you and End User will use postage rates arranged by PBI.
- d) MAILING & SHIPPING ADJUSTMENT TRANSACTIONS. If it determined that, in your and/or an End User’s use of the Services, a mailing or shipping transaction did not contain sufficient postage, PBI may automatically deduct the amount of the unpaid or short-paid transaction from your postage account. You will be able to review these adjustments in your postage account history and reports. If one or more of these payments cannot be collected from your account due to lack of funds, you may be charged a surcharge and your account may be suspended. If your account is suspended, you will be notified that your access to the Services has been temporarily suspended until all overdue balances have been paid in full. PBI reserves the right to retain the services of a collection agency to recover the amount due for outstanding balances.

**6. ACCOUNT DISPUTES**

You will not request access to or receive information about an account that is not yours. PBI determines 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 to determine account ownership. We do not serve as an intermediary to settle or negotiate with disparate parties regarding disputes over who owns an account.

**7. FEES; PAYMENT TERMS**

- a) Monthly fees associated with your subscription and use of the Services are set forth in the Developer Portal and/or your Individual Agreement. Unless otherwise agreed upon by you and PBI, 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 your access to the Services upon ten (10) days written notice to you. PBI may change monthly fees upon thirty (30) days' notice to you.

- b) Your fees do not include any taxes due. You will pay any and all federal, state, and local sales, use, property, excise, internet-related, and other applicable taxes imposed on or with respect to this Agreement for the Services provided hereunder. Taxes, except for those based on PBI's net income, assessed against or required to be collected in connection with this Agreement, will be set forth at the point of purchase in the Developer Portal.

## 8. USPS RULES AND REGULATIONS

If you use the Services to print postage or send parcels with the USPS, you must comply with all USPS regulations applicable to the use of the Services. If you: (a) use your account in a fraudulent or unlawful manner; (b) fail to exercise sufficient control over your account to prevent fraudulent or unlawful use; (c) cause or allow the account to be utilized outside the United States without the prior written authorization of the Manager of Retail Systems and Equipment, U.S. Postal Service, Washington DC 20260; or (d) otherwise fail to abide by the provisions of postal regulations and these Terms and Conditions regarding care and use of your account, then your account may be cancelled. You acknowledge and agree that your account shall be closed and your ability to use the Services terminated by us for any of the reasons described above or upon demand by the USPS. You agree that any use of the Services to fraudulently deprive the USPS of revenue, including, for example, the use of a label for which a request for postage refund has been submitted subsequent to the submission, can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. For the avoidance of doubt, PBI will support electronic postage refund requests to the extent, and only to the extent, permitted and provided for by the USPS, and any electronic request for postage refund not permitted and/or enabled by the USPS is otherwise ineligible for any refunds. The submission of a false, fictitious, or fraudulent statement or claim can result in imprisonment for up to five (5) years and a fine of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (31 U.S.C. 3802). The mailing of matter bearing a fraudulent imprint is an example of a violation of these statutes.

The USPS has granted us a license as a PC postage vendor to create a shared postage evidencing system that users will use to dispense postage. As a user of the Services, you must understand and acknowledge that authorization to use the Services is granted by the USPS. You accept responsibility for control and use of the Services and agree to abide by all rules and regulations governing its use. The USPS may deny use of or revoke authorization to use a postage evidencing system in the event of (i) failure to comply with rules and regulations (ii) submission of false or fictitious information, (iii) entering of a series of unpaid or short-paid mail pieces and/or packages in the mail stream, (iv) use of the system for any illegal scheme or enterprise, (v) use of the system outside the customs territory of the United States, and (vi) possession of a decertified system. We reserve the right to record and maintain your postage transaction records and make them available to the USPS or its agent when notified and required to do so.

**Postage Pricing Requirement.** You acknowledge and agree that, to the extent you use shipping rates provided to you by PBI pursuant to PBI's operative agreement with the USPS ("PBI Shipping Rates"), you will not offer or sell, or allow any use of said PBI Shipping Rates to or with any other entity or third party, and/or not offer, sell, or allow any use of prices below commercial published pricing as operative postage rates for USPS labels printed by you and/or on your platform.

**Merchant Data Requirement.** You agree to keep your address and similar merchant data required by the USPS up to date, including notifying PBI of your new address in case of a relocation, and you acknowledge that data required for shipper or merchant registration may be changed by the USPS from time to time, and upon PBI's written notice to you of said changes, you will comply with the USPS requirement by providing additional merchant data as may be collected by PBI at the request of the USPS.

**HAZMAT Requirement.** You acknowledge that the USPS has implemented standards and requirements for shipment of parcels containing hazardous materials, including but not limited to those promulgated on or about June 6, 2022 (currently available at: [New Mailing Standards for the Separation of Hazardous Materials](#)) as well as replacement and/or supplemental regulations thereof, and that you agree to comply with all rules and regulations implemented by the USPS relating to handling of shipments of said parcels containing hazardous materials, including but not limited to labeling, packaging, and/or separation in the tendering of said parcels to the USPS.

**Violation and Cure.** You acknowledge and agree that upon notification by PBI to you of a violation of any of the foregoing USPS rules and requirements, you will cease and cure such violation within three (3) days from said notification, and that failure to cure said notification within that timeframe may result in immediate suspension of services hereunder to you by PBI and/or termination of your agreement with PBI.

**USPS Privacy Statement:** Your information will be used to facilitate the purchase of U.S. Postal Service (USPS) postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding our privacy policies, visit [www.usps.com/privacypolicy](http://www.usps.com/privacypolicy).

**9. DEVELOPER’S RESPONSIBILITIES**

- a) Your access to and use of the Services is contingent on your compliance with the PBI API Acceptable Use Policy and your conveyance of the terms therein to End Users. Failure to comply with the PBI API Acceptable Use Policy may result in immediate suspension or termination of your access to the Services.
- b) You acknowledge that you have been provided notice of and agree to provide reasonable notice of [PB Shipping APIs Merchant Terms and Conditions](#) (“Merchant Terms of Use”), including PBI’s [Acceptable Use Policy](#) and [Privacy Statement](#), to End Users, and will use commercially reasonable efforts to cause End Users to be compliant with applicable Merchant Terms of Use, including PBI’s Acceptable Use Policy and Privacy Statement.
- c) You will provide reasonable notice to End Users, by including for example, providing same or analogous data use and licensing provisions in your agreement with End Users, and obtain and/or maintain all necessary licenses relating to or enable PBI’s use of Developer Data and/or End User Data, including but not limited to those set forth in Section 11 (Data Licensed; Derivative Works) herein.
- d) You will comply with all laws applicable to you, including but not limited to for example, USPS Known Shipper requirement by linking a unique transaction identifier to the requisite information required by the USPS as identified in the Shipping API documentation. Such identifier and related data shall be expeditiously provided to the USPS or any other regulatory or administrative entity with appropriate jurisdiction requesting such information. You will be solely responsible for compliance with applicable privacy laws concerning the disclosure of information related to the Known Shipper requirement, and you agree to inform End Users of the transaction identifier and its purpose.
- e) You represent and warrant that the use of the Services in the manner contemplated by this Agreement does not violate any other agreement to which you are a party or are bound.
- f) Unless otherwise agreed upon by you and PBI in writing, you agree not to contact the USPS Postage Technology Management Group during the Term of the Agreement and you agree not to contact or work directly with any similar entity or successor that is responsible for approving postage vendors with respect to PC Postage, e-

Postage, or similar technology. All such contact shall be made through PBI with respect to this Agreement, including technical support matters.

- g) You will maintain sufficient records so that it can identify the place from which each mail piece is sent, and sufficient records to advise USPS how many points of contact you have with each End User, including for example but not limited to credit card charges, agreements between you and each End User, email or regular mail contact between you and each End User, shipment of product between you and each End User.
- h) Delivery Guarantee. To the extent Pitney Bowes Delivery Guarantee (“PB Delivery Guarantee”) is made available to you and/or End Users accessing your shipping platform or technology, you acknowledge that you have been provided with terms and conditions for PB Delivery Guarantee, which are currently set forth and available at [Pitney Bowes Delivery Guarantee Terms and Conditions](#), and which may be changed from time to time with reasonable notice to you; and you will comply with and/or use commercially reasonable efforts to cause End Users to comply with said terms and conditions.

**10. PBI’S 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 use of the Services and will be provided in accordance with the Documentation. Client support is provided via email or telephone during Normal Business Hours. System availability is monitored and supported through Network Operations Centers 24 hours a day, 7 days a week. Outside of Normal Business Hours, for SEV1 issues, a callback service will be provided. SER 2-4 issues will be answered during Normal Business Hours. Support details are currently available at [developer.pitneybowes.com](http://developer.pitneybowes.com) and emails can be sent to [ShippingAPISupport@pb.com](mailto:ShippingAPISupport@pb.com). Support can also be reached by telephone at 844-470-6626. 8PM Eastern Time, Saturday to 8AM Eastern Sunday, is reserved as a maintenance window for the application.
- b) PBI will use commercially reasonable efforts to make the Services available during the Available Hours of Operation. The Services may be inaccessible or inoperable during certain periods to permit PBI to perform maintenance support service (“Scheduled Downtime”). PBI will use reasonable commercial efforts to minimize any disruption, inaccessibility or inoperability of the Services in connection with the Schedule Downtime or other disruption of the Services.
- c) PBI will maintain necessary USPS approvals and comply with applicable USPS rules and regulations.

**11. DATA LICENSED; DERIVATIVE WORKS**

- a) You grant to PBI a worldwide, royalty-free, irrevocable, and perpetual license to use and/or incorporate Developer Data and End User Data into the Services and/or other PBI offerings, products, or programs, for any and all purposes at PBI’s discretion (“Permitted Use”), including but not limited to the administration and operation of the Services, improvement of the Services, data analytics, compilations or studies, resolution of technical or operational issues, and compliance with PBI’s legal obligations, policies and procedures. You retain all your rights, title and interest in and to all Developer Data and/or End User Data.
- b) PBI shall own all right, title, and interest in and to any and all derivative works, including but not limited to modifications, updates, enhancements, that PBI develops for and incorporates into the Services, and/or other PBI offerings, products, or programs, including those based on Developer Data and/or End User Data provided by you and/or End Users.

**12. TRADEMARKS; SITE CONTENTS**

- a) PBI’s company name, logo, and associated brand names and domain names are our trademarks. You may



not use, and nothing contained on the Site or in these Terms and Conditions grants any right to use, any trademark, whether owned by PBI or a third party, displayed on the Site without our written permission or the permission of any third party owner of such trademark.

- b) You agree that content on the Site is protected by copyrights, trademarks and other intellectual and proprietary rights; and these Terms and Conditions and applicable copyright, trademark and other laws govern your use of contents on the Site.

**13. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS**

a) Your Representations and Warranties

- i. You represent and warrant that you maintain and will continue to maintain any and all certifications, licenses and other authorizations necessary for your access and use of the Services.
- ii. You represent and warrant that you have appropriate rights and permissions to grant all licenses, including but not limited to those relating to Developer Data and End User Data for Permitted Use, granted herein.

b) PBI's Representations and Warranties; Disclaimers

- i. PBI represents and warrants that it has the right to grant you the rights granted hereunder.
- ii. PBI represents and warrants that the Service will materially conform to the Documentation.
- iii. PBI DOES NOT WARRANT THE OPERABILITY OR ACCURACY OF ANY DEVELOPER DATA OR END USER DATA PROCESSED BY PBI.
- iv. 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 DISCLAIMS 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.
- v. 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 DEVELOPER DATA OR END USER 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.

**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 SERVICES 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 YOUR USE OF OR INABILITY TO USE THE SERVICE IN ANY MONTH WILL BE NO MORE THAN WHAT YOU PAID US FOR THE SERVICES THE MONTH BEFORE.**
- B) WE WILL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION OR LOST DATA YOU MAY SUFFER UNDER ANY CIRCUMSTANCES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.**

**15. INDEMNIFICATION**

- a) PBI will indemnify, defend and hold you and your officers, directors, 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 compliances with the terms of this Agreement, infringe or misappropriate any copyright, trademark, trade secret or patent registered and valid in the country where the Service is authorized to be accessed. PBI will have control of the defense and will defend, at its own expense, any claim 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 acknowledgement of fault or an incurred liability on the part of the indemnified party without the indemnified party's consent. You may elect to participate in the defense of any claim with counsel for your choosing at your own expense.
- b) PBI will not indemnify you or be liable for claims arising from the use of the Service with data, hardware, or software not provided and/or authorized by PBI, or the use of the Service in a manner not authorized by this Agreement and the Documentation, including but not limited to the Acceptable Use Policy.
- c) 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 the 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 forth above, will be limited to a refund of any prepaid but unused fees for the Service.
- 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 or the Documentation; (ii) a third party claim that the Developer Data, End User Data, and/or any other data or other materials provided by you to PBI and/or PBI's use of such data provided by you infringes any patent, copyright, trademark, proprietary data rights, or misappropriates any trade secret, and/or violates any rights of the third party; (iii) your violation of any law, rule, or regulation regarding the protection of personal data or the use or access to the Service; (iv) your violation of any USPS rules and regulations, including without limitation those set forth hereinabove, or (v) acts of gross negligence or willful conduct. 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 acknowledgement of fault or an incurred liability on the part of PBI without PBI's written consent. PBI may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

**16. CONFIDENTIALITY**

- a) Confidential Information. "Confidential Information" as used in this Agreement will mean all confidential and/or proprietary knowledge or information owned or possessed by either Party ("Disclosing Party") that is disclosed to the other Party ("Receiving Party") or to which the Receiving Party gains access in connection with this Agreement ("Confidential Information"), including, without limitation, each Party's and its Affiliates' (as defined below): (i) customer and prospect lists; (ii) pricing proposals, financial and other business information; (iii) research and development information, technology (including the PB Shipping APIs), specifications, product requirements, processes, analytical methods and procedures, techniques and hardware design; (iv) business practices, know-how, marketing or business plans; (v) the terms and conditions of this Agreement; and (vi) any other information identified in writing as confidential. The Receiving Party will hold in confidence all Confidential Information that is disclosed to the Receiving Party by the Disclosing Party, whether such Confidential Information is specifically identified as confidential, unless or until one of the conditions in Section 19(d) (i)-(iv) has occurred.
- b) Non-use and Non-disclosure; Maintenance of Confidentiality. All Confidential Information furnished to the



Receiving Party is the sole and exclusive property of the Disclosing Party. Each Party agrees that it will (i) except to the extent expressly allowed in this Agreement, not use any Confidential Information of the Disclosing Party; (ii) take all reasonable measures to maintain the confidentiality of all Confidential Information of the other in its possession or control, but no less than the measures it uses to maintain the confidentiality of its own information of similar importance; and (iii) not disclose any Confidential Information of the Disclosing Party to any third party.

- c) Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party to the extent such disclosure is legally compelled by any governmental or judicial entity pursuant to proceedings over which such entity has jurisdiction, or is required under any applicable law, provided that, to the extent permissible, the Receiving Party first gives the Disclosing Party reasonable notice of such requirement, provides reasonable cooperation to the Disclosing Party, at the sole cost and expense of the Disclosing Party, in its efforts to lawfully limit disclosure.
- d) The obligations set forth in this Section will not apply to information that: (i) was known to the Receiving Party free of any confidentiality obligation prior to disclosure by the Disclosing Party; (ii) is or becomes generally known to the public or is obtainable from public sources other than as a result of an act or omission of the Receiving Party; (iii) is independently developed by or on behalf of the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (iv) has been supplied to the Receiving Party after the time of receipt without restriction by a third party who, to the knowledge of the Receiving Party, is under no obligation to the Disclosing Party to maintain such information in confidence. If either Party should breach or threaten to breach any of the provisions of this Section, the non-breaching Party, in addition to any other remedies it may have at law or in equity, will be entitled to seek a restraining order, injunction, or other similar remedy in order to specifically enforce such provisions.

**17. VERIFICATION**

Upon thirty (30) days' notice, PBI or its designated third party may verify your compliance with the terms of this Agreement. 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 with the verification. PBI will provide written notice of any suspected non-compliance with the terms of this Agreement and allow a seven (7) day period to cure or clarify such suspected non-compliance. If in the event that you do not cure or provide evidence clarifying such non-compliance within ten (10) business days, PBI shall have the right for further verification. You will pay PBI all fees associated with such further verification.

**18. ATTORNEYS' FEES**

If we file an action against you claiming you breached these Terms and Conditions and we prevail, we will be entitled to recover reasonable attorneys' fees.

**19. THIRD PARTY SITES**

The Site and these Terms and Conditions 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.

**20. ASSIGNMENTS**

You may not assign any of your rights under these Terms and Conditions to anyone else. We may assign our rights to any other individual or entity at our discretion.

**21. CHOICE OF LAW; ARBITRATION; WAIVER OF JURY TRIAL**

These Terms and Conditions and any associated agreements for Services rendered hereunder, including amendments thereof, will be governed by the laws of the State of New York. Any dispute between us will be resolved exclusively by individual binding arbitration governed by the Federal Arbitration Act (“FAA”). **YOU AGREE TO GIVE UP THE RIGHT TO LITIGATE DISPUTES IN COURT BEFORE A JUDGE OR JURY AND TO GIVE UP THE RIGHT TO PARTICIPATE IN COURT AS A PARTY OR CLASS MEMBER.** Neither of us will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. Any arbitration will be conducted by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules. In the case of: (i) any dispute involving \$75,000 or less, we will promptly reimburse your filing fees and pay the AAA’s and arbitrator’s fees and expenses; and (ii) any dispute involving more than \$75,000, the AAA rules will govern payment of filing fees and the AAA’s and arbitrator’s fees and expenses.

**22. FORCE MAJEURE**

If PBI is delayed or interrupted in or prevented from the performance of its obligations hereunder by reason of any act of God, epidemic, fire, flood, war, public commotion, hurricanes, tornadoes, blizzards or other weather-related events, other natural disasters, traffic, strikes or labor difficulties, mechanical breakdowns, governmental enactment, regulation or order, or any other cause beyond its reasonable control, PBI will not be liable to you therefor.

**23. AMENDMENTS AND WAIVER; SEVERABILITY**

Changes to these Terms and Conditions will become effective when we post revised Terms and Conditions on the Site. If we do not immediately take action on a violation of these Terms and Conditions, we are not waiving or otherwise giving up any rights under these Terms and Conditions, and we may still take action at a later point. The parties further agree that, in the event any provision of this Agreement is determined to be invalid, such invalidity will not affect the validity of the remaining portions of this Agreement, and further agree to substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision.

**24. RELATIONSHIP OF PARTIES**

The relationship between PBI and Client shall be strictly that of independent contractors, and neither PBI nor Client shall be, or be deemed to be, agents, parties to a joint venture, or partners of one another.

**25. THIRD PARTY BENEFICIARIES**

This Agreement is entered into solely between, and may be enforced only by you and PBI, which includes its Affiliates, who are third party beneficiaries with enforcement rights of PBI’s rights hereunder. Unless otherwise expressly stated herein, this Agreement shall not be deemed to create any rights in third parties, including, without limitation, suppliers, consignees, and customers of either party.

**26. NOTICES**

Except as provided in the next sentence: (i) any notice to you will be effective when we send it to the last email or physical address you gave us; and (ii) any notice to us will be effective when delivered to us at Pitney Bowes Inc. – Attn: Legal Dept., 3001 Summer Street, Stamford, CT 06926. Any notice alleging a breach of these Terms and Conditions will be in writing and will be sent by overnight courier or delivered in person to: (i) in the case of a notice to you, the physical address you gave us; and (ii) in the case of a notice to us, Attn. General Counsel, Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926, or any addresses we may later post on the Site.

**27. ENTIRE AGREEMENT**

This Agreement makes up the entire agreement and supersedes all prior agreements, representations, and understandings.