



MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the **State of Arizona**

Master Agreement #: **CTR058808**
Contractor: PITNEY BOWES INC.
Participating Entity: STATE OF ALABAMA

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

1. Scope:

- This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.
- This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Mailing Equipment, Supplies and Maintenance. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

- This Participating Addendum shall become effective the first day following the expiration of the existing contract which is set to expire December 31, 2022 and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:



MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the **State of Arizona**

CONTRACTOR:

Name:	Art Adams, Director Government Contract Compliance	
Address:	Pitney Bowes, Inc. 3001 Summer Street, Stamford, CT 06926	
Telephone:	(203) 351-7866	
Fax:	(203) 460-3827	
Email:	art.adams@pb.com	

Contractor – Government Sales Channel Director – Central Region

<u>Name</u>	Clay Rushing
<u>Address</u>	3001 Summer Street Stamford, CT 06926
<u>Telephone</u>	251.644.3404
<u>Fax</u>	<u>N/A</u>
<u>E-mail</u>	Clay.rushing@pb.com

PARTICIPATING ENTITY:

Name:	Brittany Peterson, State of Alabama, Office of the Chief Procurement Officer
Address:	100 N Union Ste 192
Telephone:	334-242-4667
Fax:	N/A
Email:	Brittany.peterson@purchasing.alabama.gov

Participating Entity Modifications and Additions to the Master Agreement

- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

Mandatory Source:

All state agencies must use this contract, as established through the Division of Purchasing. State agencies that have their own procurement authority have the option to utilize this contract. This contract may also be available to local governments such as cities, counties, schools, etc.



MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the **State of Arizona**

Contract period:

Establish a 12 month contract with an option to extend for a second, and third, 12 month period, with the same pricing, terms and conditions, or until the current NASPO Master Agreement expires, whichever comes first. The second, or third, 12 month period, if agreed by both parties, would begin the day after the first, or second, 12 month period expires. Any successive extension must have written approval of both the state and supplier no later than 30 days prior to expiration of the previous 12 month period. In no event shall the term of this Contract extend beyond the then current term (or renewal term) of the NASPO ValuePoint Master Agreement CTR058804, as amended.

The 36-month agreement for lease of equipment will begin on the date of installation, equipment may be ordered at any time during the life of the Participating Addendum and will continue until the end of the underlying lease agreement term. Any leases entered into by an agency during the Term of the contract shall continue in their entirety until the end of the applicable lease term regardless, if this contract has expired or has been canceled.

Choice of Law, Venue:

This contract will be governed by the laws of the State of Alabama and the sole venue for litigation and alternative dispute resolutions activities will be the City of Montgomery in the State of Alabama.

No Indemnification:

Supplier acknowledges and agrees that, under the terms of this Participating Addendum and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the Supplier. The State does not agree to and will not indemnify the Supplier for any reason. Notwithstanding any provision of this contract, incorporations or amendments hereto, the State does not release or waive, expressly or implied, the State of Alabama's right to assert sovereign immunity or any other affirmative defense right it may have under law.

Alabama Immigration Law:

Contract supplier(s) must comply with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535) and as amended by Act 2012-491.

Disclosure Statement:

Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances, where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted with ten (10) days of the award.

Invoices:

Inquiries concerning invoice payments are to be directed to the receiving agency. All other invoices are billed quarterly in arrears.

Late Payments:

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama



MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the **State of Arizona**

Comptroller's Office. Section 41-16-3, Code of Alabama 1975.

Cancellation:

A contract user shall not cancel any contract for equipment for any other reason than failure of equipment to operate as specified, supplier default on a contract or purchase order, and non-availability of funds. Cancellation for any other reason may result in a termination fee equal to the sum of the remaining payments. A user shall provide (30) thirty day written notice of cancellation to the supplier.

A non-performance cancellation may occur if a supplier fails to remedy a situation within 30 calendar days of written notification from agency.

Delivery:

Items are to be delivered to various locations through the 67 counties within Alabama. The exact locations and quantities will be provided by the ordering agency, maximum delivery time frame after date of purchase order will not exceed thirty (30) calendar days. Dock Delivery is not acceptable. Fuel surcharges are not allowed on this contract.

State Purchasing Vendor Expo:

Contract holders are required to attend the Supplier Expo in the initial year of this agreement (2023). Participation is optional for the remainder of the contract term.

Software Agreements:

All software agreements have been mutually agreed upon between the State of Alabama Finance Department Division of Purchasing and Pitney Bowes and shall apply to any Order issued under the Participating Addendum. Any clause which requires the State of Alabama to indemnify another party or clause which assigns jurisdiction to any state other than Alabama which is contained in such click-wrap is deemed to be stricken from the terms and conditions unless expressly agreed in writing and under the signature of an authorized individual. The Software Licenses offered under this Addendum are attached hereto as Attachment A.

Postage Meters:

All purchasing entities requiring the use of a Postage Meter will comply with all United States Postal Service regulations and meter terms and conditions applicable to the rental and use of postage meters supplied under this participating addendum. The state of Alabama does not waive any defenses it has as a result of sovereign immunity under Section 14 of the Alabama Constitution.

Force Majeure:

Notwithstanding any other terms and conditions set forth in this contract or any attached licensing terms and conditions, a Force Majeure event shall not excuse any responsibilities or obligations of the supplier with regard to data backup or disaster recovery plans. The definition of 'Force Majeure' shall not include any hostile action by a foreign state, a terrorist entity, a group, or an individual which manifests as a cyber- attack. Notwithstanding any other terms and conditions set forth in this contract, a Force Majeure clause may be invoked by the supplier only



MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the **State of Arizona**

if the supplier is using reasonable commercial efforts to mitigate or eliminate the cause of such delay or its effects and, if events in the nature of the Force Majeure event were foreseeable, used commercially reasonable efforts prior to its occurrence to anticipate and avoid its occurrence or effect.

Ordering process:

All agencies must complete a zero dollar purchase order 90 days prior to installation to order necessary mail machine(s). Delivery of any mail machine without a zero dollar PO will be deemed a contract violation and will not be authorized as a valid order. If a machine is delivered without a valid PO, it will not be eligible for payment. Purchases for state agencies will be made by purchase orders showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the supplier. All purchase orders must reference the NASPO MA.

Installation Cost:

Machine Installation cost must be the burden of the supplier.

Relocation:

If equipment must be relocated during the duration of the contract, the supplier must agree to relocate equipment in accordance with the Master Agreement. The supplier must submit a price quotation not to exceed the supplier's cost for the move.

Requested information:

Any additional information reasonably requested from a supplier must be furnished within (5) five calendar days from receipt of request.

Payment:

Payment for lease and rental of equipment will be paid quarterly in arrears.

Electronic Payment:

Suppliers must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

Lease Tax:

According to The Code of Alabama, Section 40-12-222, the (4%) four percent lease tax levied shall not apply to leasing or rental of tangible personal property to the state, municipality, or county in the state unless that flat amount collected by the lessor includes both the tax and the leasing fee.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters.



MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the **State of Arizona**

This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20th
January, February, March – Due by April 20th
April, May, June – Due by July 20th
July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the supplier shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Sales Tax Exemption:

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.



MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the **State of Arizona**

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

Lease Agreements: Equipment Leasing and Lease/Rental Programs are authorized in accordance with the terms of Master Agreement CTR058808 as follows:

Option A -LEASE TO OWN - This program provides a 24 or 36 Month Lease. Title to the Equipment passes up front and at the end of the lease term, lessee owns the equipment (excluding meter).

Option B - FAIR MARKET VALUE RENTAL - This program provides you with 24 or 36 Month Rental. At the end of the rental period, you may purchase the equipment at the end of the Rental for its then Fair Market Value, or you can enter a new Rental term or return the equipment. This includes cancellation for convenience with a termination charge of 90-day notice of cancellation and pay one quarterly payment.

Option C - FAIR MARKET VALUE LEASE - This program provides you with a 24 or 36 Month lease term with the option to purchase the equipment at the end of the lease for its then Fair Market Value or you can enter into a new Lease, or return the equipment.

Any underlying leases entered into during the term of this Participating Addendum will remain in full force and effect throughout the stated lease term of such lease agreement, subject to termination provisions stipulated with such lease.

Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order..

ENTIRE AGREEMENT

This Participating Addendum and the Master Agreement number CTR058808 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating



MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the **State of Arizona**

Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State/Entity.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

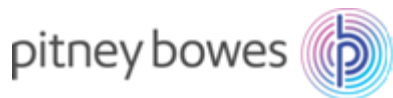
CONTRACTOR

Signature:	Signature:
Name: Christine S. Cook	Name: Arthur E. Adams Jr.
Title: Chief Procurement Officer	Title: Director, Government Contract Compliance
Date:	Date: December 28, 2022

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

Attachment A



Addendum to Software License and Maintenance Agreement for Hosting by Pitney Bowes of Pitney Bowes Software

This Addendum is between Pitney Bowes Inc., a Delaware corporation, with offices at 3001 Summer Street, Stamford, CT 06926 ("**Pitney Bowes**") and the customer ("**Licensee**") named in a Sales/Lease Agreement with Pitney Bowes or one of its affiliates pursuant to which Licensee has agreed to pay a hosting fee for Pitney Bowes to host certain Pitney Bowes Software licensed by Pitney Bowes to Licensee under a Software License and Maintenance Agreement (the "**License Agreement**"). This Addendum sets forth the terms pursuant to which Pitney Bowes will host for Licensee such Pitney Bowes Software. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the License Agreement. LICENSEE'S SIGNATURE BELOW, OR USE OF THE PITNEY BOWES SOFTWARE, CONSTITUTES LICENSEE'S AGREEMENT TO THIS ADDENDUM.

1. Definitions

- (a) "**Host Environment**" means all software, middleware and hardware necessary to host the Pitney Bowes Software, including, without limitation, host servers; server, telecommunications and security software; database software; operating systems; client access hardware; back-up systems; network routing; system monitoring; and Internet access.
- (b) "**Pitney Bowes Hosting Period**" means the period during which Pitney Bowes has agreed to host the Pitney Bowes Software and Licensee has paid for such hosting.
- (c) "**Licensee Hosting Period**" means all times other than the Pitney Bowes Hosting Period.

2. Pitney Bowes Hosting Period

The following terms apply during the Pitney Bowes Hosting Period:

- (a) Pitney Bowes shall: (i) host the Pitney Bowes Software for Licensee on server(s) at a Pitney Bowes or third-party facility ("**Host Servers**"); and (b) provide all appropriate and necessary application support, Software Maintenance, network security within the host firewall and load balancing for the Pitney Bowes Software for Licensee's use. As part of the foregoing, database transactions will be captured on a continuous basis, replicated to a backup system during Hosting Measurement Hours (as defined in Section 3 of this Addendum) and copied daily to a tape that is sent to a secure off-site storage facility.
- (b) The Pitney Bowes Hosting Period for Pitney Bowes Software that is financed under a Lease Agreement shall be the term of the Lease Agreement. The Pitney Bowes Hosting Period for Pitney Bowes Software subject to a Sales Agreement shall be for the term indicated in the Sales Agreement.
- (c) Pitney Bowes shall use commercially reasonable efforts to minimize downtime of the Host Servers for maintenance, updates and revisions to the Pitney Bowes Software and other software, hardware and equipment associated therewith. Except as expressly set forth in this Addendum, Pitney Bowes makes no representation, warranty, guaranty or other assurances regarding up-time of the Host Servers or the availability or accessibility of the Pitney Bowes Software.
- (d) Licensee shall provide Pitney Bowes, in writing, with the name, email address and telephone number of a Licensee representative whom Pitney Bowes may contact in the event of any Downtime (as defined in Section 3 of this Addendum). Pitney Bowes shall notify such representative by email when Downtime has exceeded fifteen (15) minutes. If an acknowledgement or notification of receipt of such notice is not received within thirty (30) minutes, up to two (2) attempts will be made by Pitney Bowes to reach such representative by telephone, leaving a message if possible. The same procedure will be followed when the Downtime has ended.
- (e) Licensee shall be solely responsible for: (i) its access to the Pitney Bowes Software through a Licensee WAN and to the Internet; (ii) providing, operating and maintaining all software (other than the Pitney Bowes Software to the extent Pitney Bowes is responsible therefor under this Addendum) and hardware in its locations or which may otherwise be required in connection with the Pitney Bowes Software and the use thereof; and (iii) without limiting the foregoing, configuration of the Pitney Bowes Software for each location, including, without limitation, user ID's, security levels and carrier accounts. Any changes by Licensee to the operating environment of its computer systems which require a revision of the Pitney Bowes Software or additional work by Pitney Bowes are subject to Pitney Bowes's prior written consent and an additional charge by Pitney Bowes.

- (f) Licensee shall provide Pitney Bowes with such cooperation as Pitney Bowes shall reasonably request with respect to Pitney Bowes's obligations under this Addendum, including, without limitation, by providing access through Licensee's firewall to the Pitney Bowes hosted network.
- (g) Pitney Bowes may provide links to external sites that cause Licensee to leave the site at which the Pitney Bowes Software is available. Any such link is provided for the use and convenience of Licensee. The appearance of a link does not constitute an endorsement, recommendation or certification by Pitney Bowes of the external link; and should not be construed as a suggestion that the external link has any relationship with Pitney Bowes except as expressly provided in the Pitney Bowes Software or the User Manual.
- (h) Pitney Bowes automatically collects and/or tracks: (i) the home server domain names, e-mail addresses, type of client computer, and type of web browser of users to the web site at which the Pitney Bowes Software is available, (ii) the e-mail addresses of users that communicate with Pitney Bowes; (iii) other information knowingly provided by the user; and (iv) aggregate or specific information on what pages users access. Pitney Bowes may use a technology called "cookies". These cookies may be used to obtain data such as the user's name, user-name and pages viewed.
- (i) The volume of transactions is expected to be reasonably evenly distributed throughout the year. Licensee acknowledges that peaks of volume may adversely affect hosting performance and that Pitney Bowes reserves the right to modify the hosting fee as a result of repeated peaks.

3. Downtime during Pitney Bowes Hosting Period

- (a) For purposes of this Addendum, the following terms have the meaning set forth next to them:
 - (i) **"Hosting Measurement Hours"** means, during the Pitney Bowes Hosting Period, 6 a.m. to 9 p.m., Central Time, Monday through Friday, excluding national holidays.
 - (ii) **"Measurement Period"** means, during the Pitney Bowes Hosting Period: (A) the first full twelve-month calendar period beginning after the later of: (1) the date on which Licensee has paid all amounts due to Pitney Bowes under the Sales Agreement or payments have begun under the Lease Agreement; or (2) Licensee's acceptance of the Pitney Bowes Software on a Delivery and Acceptance Form or other form provided by Pitney Bowes; (B) each successive full twelve-month calendar period thereafter during the Pitney Bowes Hosting Period; and (C) the final period at the end of the Pitney Bowes Hosting Period following the periods referred to in (A) or (B), provided that such final period shall be at least three (3) full calendar months.
 - (iii) **"Downtime"** means the time during Hosting Measurement Hours when the shipping functionality of the Pitney Bowes Software is not available for use by Licensee as a result of unscheduled downtime of the Pitney Bowes Software caused by: (A) Pitney Bowes personnel; or (B) Pitney Bowes equipment and related software that are within Pitney Bowes's firewall and are used for operation of the Pitney Bowes Software.

"Downtime" does not include, without limitation, downtime or unavailability of the Pitney Bowes Software: (1) caused by Licensee personnel, representatives or agents or by Licensee or third-party equipment or software; (2) caused by usage of the Pitney Bowes Software in excess of the expected or permitted usage, with such usage spread reasonably evenly throughout the Measurement Period; (3) related to content or applications associated with the Pitney Bowes Software but not within Pitney Bowes's commercially reasonable control; (4) related to Internet or telecommunication performance; (5) resulting from unscheduled maintenance to resolve or avoid a problem where such resolution requires less than fifteen (15) minutes; (6) caused by matters within the scope of Section 8 (Force Majeure) of the License Agreement; or (7) outside of Hosting Measurement Hours. In addition, "Downtime" does not include downtime or unavailability of the reporting or administrative functions of the Pitney Bowes Software.
 - (iv) **"Allowable Downtime"** means one percent (1%) of the Hosting Measurement Hours in a particular Measurement Period.
 - (v) **"Unit of Downtime"** means six (6) hours of Downtime.
- (b) Licensee shall give Pitney Bowes's technical support staff prompt notice of Downtime. Notice shall be given by telephone (with a voicemail message left if a technical support staff member is not contacted in person) and by email to an address provided by Pitney Bowes for such purpose.
- (c) For each Unit of Downtime in excess of Allowable Downtime during a Measurement Period, Pitney Bowes will provide Licensee with a credit in an amount equal to one-tenth of one percent (0.1%) of the hosting fee paid by Licensee with respect to such Measurement Period; provided, however, that in no event shall the aggregate credit with respect to any

Measurement Period exceed the hosting fee paid by Licensee with respect to such Measurement Period. Agreed-upon credits may be applied toward future amounts due to Pitney Bowes for hosting or Software Maintenance. If no such amounts are expected to be due, upon Licensee's request, Pitney Bowes shall pay Licensee an amount equal to such credits.

- (d) Each party shall supply the other with the basis of its calculation of Downtime and shall, in good faith, consider the other's information and try to mutually agree on actual Downtime, if any, for purposes of this Addendum.
- (e) Payment of the amount set forth in Section 3 of this Addendum is Licensee's sole right and remedy with respect to Downtime or performance of the Pitney Bowes Software or Pitney Bowes's hosting of the Pitney Bowes Software during the Pitney Bowes Hosting Period.

4. Licensee Hosting Period. At all times other than during the Pitney Bowes Hosting Period: (a) Licensee shall be solely responsible for: (i) hosting the Pitney Bowes Software for its use; and (ii) acquiring, installing, operating and maintaining the Host Environment; and (b) Pitney Bowes has no responsibility or liability for, and makes no representation or warranty, with respect to, the Host Environment; any recommendations made with respect to the Host Environment; or any websites accessed through the Pitney Bowes Software.

5. Licensee Hosting Period and Pitney Bowes Hosting Period. During both the Licensee Hosting Period and the Pitney Bowes Hosting Period, Licensee: (a) is solely responsible for its use of any websites accessed through the Pitney Bowes Software, whether such access is provided for Pitney Bowes Software functionality, as a matter of convenience or otherwise; and (b) uses such websites entirely at its own risk.

6. Termination. This Addendum shall terminate upon termination of the License Agreement.

7. Entire Agreement. This Addendum, together with the License Agreement and the other agreements referred to therein, contains the entire understanding of the parties with respect to the matters herein and therein. The License Agreement and this Addendum together constitute the "Agreement" as such term is used in the License Agreement. To the extent that any terms and conditions of the License Agreement conflict with the provisions of this Addendum, the provisions of this Addendum shall govern. Except as specifically provided herein, all terms and conditions of the License Agreement shall remain in full force and effect.

LICENSEE HAS READ THIS ADDENDUM AND UNDERSTANDS AND AGREES TO ABIDE BY ITS TERMS.

LICENSEE

PITNEY BOWES INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DI2000™ TERMS AND CONDITIONS

FOR NASPO ValuePoint

(revised August, 2021)

The following provisions apply when you buy or lease the DI2000™ inserting system (the “**System**”) and are in addition to the Pitney Bowes Terms. These System terms, the executed order (the “**Order**”) and your State Participating Addendum (which incorporates the NASPO ValuePoint Master Agreement entered into as a result of BPM003137, and the Pitney Bowes Terms) make up your agreement with Pitney Bowes (the “**Agreement**”). Capitalized terms not defined below will have the same meanings set out in the Pitney Bowes Terms.

D1. SYSTEM FEES

D1.1 System Fees. We will invoice you the System fees listed on the Order. You agree to provide accurate information about base and measured usage rates to us. If the information is not accurate, we reserve the right to estimate such usage and make adjustments based on actual usage on your next invoice.

D2. SYSTEM MAINTENANCE SERVICES

D2.1 Service Level Options.

(a) If you sign up for equipment maintenance on the Order, PBI will repair the System during the Initial Service Term or any Renewal Service Term (each term as defined in Section (b) below) (the “**Service Term**”). You are also entitled to preventative maintenance. Preventative maintenance will consist of inspecting, cleaning and periodically lubricating various components as well as replacing any worn parts. PBI will inform you of the recommended timing for preventative maintenance required. You will make the System reasonably available to PBI for preventative maintenance. Alterations to the System not authorized by us are strictly prohibited and will void your SLA. If the System needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site

repair service. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You won't incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent. "**Normal Working Hours**" means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI- observed U.S. holidays, in the time zone where the System or other items are located.

(b) System Maintenance Term. PBI will provide you with maintenance service for twelve months, if you don't have a Lease, or for the Lease Term, if you are leasing the System (the "**Initial Service Term**"). **SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "RENEWAL SERVICE TERM") UNLESS YOU TERMINATE YOUR SERVICE AS PROVIDED BELOW OR THE LEASE EXPIRES OR IS TERMINATED OR THE RENEWAL IS PROHIBITED BY LAW.** If you don't wish to renew the maintenance service, you terminate service by notifying us of such desire when you receive our invoice for the service renewal. PBI reserves the right not to renew your SLA for any reason. If you elect to terminate the maintenance service without cause prior to the expiration of the then applicable Service Term, no pro-rata refund will be provided, even if any prepaidd hours of service have not yet been performed by us.

D2.2 Repair Service. If the System is under warranty, and we need to take the System back, PBI will be responsible for all transportation costs. We will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. Lubricants and other materials needed to service the System, except Consumable Supplies and replacement printheads, are provided without additional charge. Not included as normal wear is coverage for repairs made necessary due to any DI2000 Excluded Circumstance (defined below). If off site service is not successful, then a customer service representative will be sent to your location.

D2.3 System Maintenance Fees. If the Order specifies the purchase of maintenance services, you will pay the fees upon receipt of our invoice. We may increase the fees in accordance with your State Participating Addendum, and any increases will be reflected on your invoice. If you are leasing, the fees will be incorporated into your payment cycle. If you receive service for repairs caused by any DI2000 Excluded Circumstance, PBI will charge you for the service at PBI's current hourly rates and for any required parts in accordance with your State Participating Addendum. "DI2000 Excluded Circumstance": Notwithstanding anything in this Agreement to the contrary, PBI will not be responsible: (i) for maintaining any System that you have failed to operate under suitable temperature, humidity, line voltage, or any specified environmental conditions; (ii) if reasonable care is not used in handling, operating, and maintaining the System; (iii) if the System is not used in accordance with the agreed applications and for the ordinary purpose for which it is designed; (iv) if the inability of any System to perform is due to any act or failure to act by you, including without limitation, any alteration of or adding components to any System; (v) for unqualified operators' use of the System; (vi) for use of the System in a manner not intended; (vii) for use of the System to process applications not previously approved in writing by PBI; (viii) for use of damaged materials, such as paper or envelopes; (ix) if someone other than us services the System; (x) if you don't use required software updates; (xi) if you use the System with any equipment where we have told you that we will no longer provide support or that we have advised you is no longer compatible; (xii) if you use third party supplies (such as ink), hardware or software that results in (1) damage to the System (including damage to printheads), (2) poor indicia, text or image print quality, (3) indicia readability failures, or (4) a failure to print indicia, text or images; or (xiii) for damage to the System resulting from your missed preventative maintenance appointment. If PBI performs any repairs or maintenance as a result of any of the foregoing, you will pay PBI at its normal rates in effect at such time. If you exceed the cycle volume of your Equipment specified on the Order, PBI will bill you \$0.0022 per cycle for each additional cycle over the specified cycle volume up to 12 million

cycles a year and \$0.005 per cycle for each additional cycle over the specified cycle volume greater than 12 million cycles (the additional cycles are called the "Overage"). We will not be obligated to provide any maintenance services before receiving full payment of any applicable invoice.

D2.4 Replacement Equipment. If you acquire an attachment, or add a unit, to the System, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and will automatically enroll you for maintenance coverage on the new components at PBI's then current annual rates. If you choose not to continue coverage on the replacement component, attachment or unit, you may cancel the maintenance service for the item within thirty days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance services on the System, attachment or unit will be subject to PBI's current NASPO ValuePoint time and material rates.

D2.5 Service Changes. PBI may modify its maintenance service by giving written notice to you (a "**Service Change Notice**"), which will state whether the change is material. After receiving a Service Change Notice, if the change is material, you may terminate maintenance service by giving us a termination notice at the address indicated in Section D2.1 (b).

D2.6 Additional Service Terms.

(a) Maintenance service excludes the supply of postal and carrier rate changes and Consumable Supplies.

(b) Self-Service Maintenance. WE WILL NOT IN ANY EVENT BE LIABLE FOR ANY CLAIMS OF ANY KIND, ASSERTED BY YOU OR ANY THIRD PARTY, CAUSED BY THE REMOVAL, MODIFICATION, FAILURE TO MAINTAIN OR BY-PASSING OF BUILT-IN SAFETY FEATURES BY YOU.

(c) You can't elect to have maintenance service apply to some but not all of the components of the System. Maintenance service doesn't include services and repairs that are made necessary due to any DI2000 Excluded Circumstance.

D2.7 Support Services. If you request that we provide services such as installation, maintenance, training, consulting, systems integration and data conversion or other similar support services (“**Support Services**”), charges for such services are in addition to the price of the System, unless otherwise specified in the Order.

D3. WARRANTIES

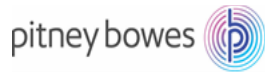
D3.1 PBI System Warranty. The warranty on any System will run for a period of one (1) year from the date of Acceptance as defined in your State Participating Addendum.

D4. DELIVERY; INSTALLATION; RETURNS

D4.1 Delivery. You will pay all costs for transporting the System from PBI’s facility to the location designated in the Order. We will make commercially reasonable efforts to deliver the System on the delivery date in the Order but cannot guarantee a specific date.

D4.2 Installation. You must provide a suitable power source, access, and space for installation according to PBI’s specifications. You must give us advance notice of any site problems.

D4.3 Returns. Unless the System fails to conform to the express warranties in Section D3.1, the System will not be returned to us.



If you ordered any of the following software products, your use of the product(s) will be governed by the terms below: Business Manager, ConnectRight® Mailer, File-Based Processing Software, PC Transfer Utility, PB First, SendSuite® Desktop, SendSuite® Live, and SendSuite® Tracking.

**ON-PREMISE SOFTWARE LICENSE AGREEMENT
For NASPO ValuePoint**

(Last modified August, 2021)

Thank you for choosing our on-premise software product(s) (the “Licensed Products”) listed in your order form (“Order”).

We’ll start with the basics, including a few definitions that should help you understand this agreement. This is an agreement between the entity identified on the Order (“you” or “your”) and Pitney Bowes Inc. (“we”, “us” or “our”). During the Term (defined in Section 1(a)), we will provide the Licensed Products listed in the Order, and which may be further defined in a Statement of Work referencing these terms (“SOW”). The Order, these terms and the SOW(s) are referred to collectively as this “Agreement”. In the event of a conflict between the Order, these terms and the SOW(s), these terms will control, followed by the Order then the SOW. This Agreement affects your rights and contains warranty disclaimer and binding arbitration provisions.

1. License

a) The Licensed Products and all related materials are proprietary to us and our licensors and suppliers. As long as you comply with the terms of this Agreement, we will grant a limited, non- exclusive, non-transferable, license to access and use the Licensed Products during the Term. The "Term" is: (i) perpetual in the case of a Purchase Agreement Order; or (ii) the term of the lease subject to a Lease Agreement Order. We are not selling the Licensed Products to you and, other than the license we are granting, we reserve all rights to the Licensed Products not expressly granted in this Agreement.

b) You are authorized to install and use the Licensed Products on a Computer, or hardware provided by us, in each case with User access as defined in the Documentation (defined in Section 2(d)) or applicable SOW. “Computer” means the server or server configuration or load balanced application servers, terminal or computer identified in an Order or SOW on which the Licensed Products are authorized to be installed and used. “User” means an individual authorized by you to use the Licensed Products under an Order or SOW regardless of whether the individual is actively using the Licensed Products at any given time.

2. Use of Licensed Products

You agree that you will use the Licensed Products and any data generated from the Licensed Products only for business purposes and not for personal, family or household purposes. The Licensed Products include any enhancements, updates, upgrades, modifications, new releases and corrective programming to the Licensed Products or Documentation that are provided as part of software maintenance (“Enhancements”). The Licensed Products will be installed and used only at the location described in an Order or any other location as to which

we have consented to the transfer of the Licensed Products in accordance with Section 2(c) (“Installation Site”) and only on the hardware provided by us or the Computer described in an Order or SOW. Remote access to the Licensed Products directly or indirectly through a server, the Internet, independent software application or otherwise to your computer from locations other than your Installation Site, and use of the Licensed Products to perform services for any third parties, including your affiliates, are prohibited. Additional terms of authorized use will be described in your Order or SOW and may include, among other things, limitations on: (i) the number of Users; and (ii) the number of transactions processed or individual data records accessed using the Licensed Products. Licensed Products licensed for desktop use by a specific number of Users may be installed on the number of devices equal to the number of licenses purchased, or may be installed on multiple devices so long as the number of Users do not exceed the number of User licenses purchased.

- a) Additional product-specific license terms applicable to certain of the Licensed Products (“Product Terms”) can be found in Exhibit A and are incorporated into this Agreement. If there is a conflict between the Product Terms and any other provision of this Agreement, the Product Terms will control.
- b) If the Licensed Product is for a designated Computer, you do not need our consent to transfer the Licensed Product from one computer system to another at the Installation Site. However, you need our consent if you wish to transfer the Licensed Product to another location. After obtaining our consent to a transfer to another location, you will certify to us in writing that all copies of the Licensed Product at the prior location were either transferred to the new location or destroyed.
- c) You may make a reasonable number of copies of the Licensed Products and Documentation solely for back-up or disaster recovery purposes. “Documentation” means the current technical and user documentation for the Licensed Products. The Documentation may be modified from time-to-time to incorporate Enhancements. You must reproduce all copyright, trademark, trade secret and other proprietary notices in your copies. The back-up or disaster recovery copies can only be used to perform disaster recovery testing or if the Computer where the Licensed Products are installed becomes inoperative, those copies cannot be used for recovery production or testing concurrently with the production or testing copies of the Licensed Products. If the Computer becomes inoperative, the Licensed Products can only be used on a back-up computer utilizing the same operating system.
- d) Upon prior written notice to us, you may permit a third party contractor to access and use the Licensed Products solely for your benefit, so long as: (i) the contractor agrees to comply fully with all terms and conditions of this Agreement; (ii) you remain responsible for the contractor's compliance with this Agreement and any breach; (iii) any User limitation includes User licenses allocated to contractors; and (iv) the contractor is not a competitor of ours. All rights granted to any contractor under this Agreement terminate immediately upon termination or expiry of this Agreement. Upon termination of such rights, the contractor must immediately cease all use, un-install and destroy all copies of the Licensed Products and Documentation, and must certify in writing its compliance with this Section upon our request.

3. General Use Restrictions

- a) For the Licensed Products, you will not: (i) make derivative works; (ii) sublicense, sell, rent, lease, lend, time-share, disclose, transfer or host the Licensed Products, Documentation or confidential or proprietary information to or for any other parties; (iii) use the Licensed Products to modify or reproduce third party material unless you have the legal right to do so; (iv) attempt to unlock or bypass any initialization system,

encryption methods or copy protection device in the Licensed Products; (v) alter, remove or obscure any patent, copyright or trademark notice in the Licensed Products or Documentation; (vi) reverse engineer, decompile or disassemble or remove functions of the Licensed Products or any portion of them; (vii) make copies of the Licensed Products or Documentation, except as authorized in Section 2(d); (viii) modify, alter or change the Licensed Products; (ix) use components of a Licensed Product independent of the Licensed Products they comprise; or (x) extract any data from the Licensed Product and use such data for any purpose other than for your use of the Licensed Product.

b) You will not use the Licensed Products in the operation of a time-sharing or service bureau arrangement or as an application service provider. You will not allow access to the Licensed Products through any other means than those indicated in the Order or in any SOW.

4. Fees; Payment Terms

a) You will pay the fees for the Licensed Products, maintenance, training and any other fees described in an Order (which may include financing provisions). All fees and any applicable taxes are due and payable within 30 days from the date of our invoice. You will pay a late charge of 1.5% per month or the highest amount permitted by law, whichever is less, on any fees not paid by the due date. Unless otherwise identified in an Order, all fees are stated in and will be paid in United States currency.

b) The fees do not include any amount for taxes. You will pay all sales, use, property, excise and other taxes imposed with respect to the products and/or services. If any sales, use, excise or other taxes (except for taxes based on our net income) are required to be collected, we will itemize them on invoices issued in connection with an Order.

c) If the number of locations or the number of Users or Computer systems exceeds what is permitted by and/or paid for under an Order, we may charge you for the appropriate license and software maintenance fees based on the excess and at the applicable rates then in effect.

5. Indemnity and Procedures

a) Subject to Section 5(c), we will indemnify and hold you harmless from all losses, damages, and reasonable costs and expenses arising out of a claim by a third party that the Licensed Products infringe or misappropriate any copyright, trade secret, trademark or patent. We will have no obligation to indemnify, defend and hold you harmless for any claim or suit that is based on Third Party Content (defined in Section 10) except to the extent that our licensor's or suppliers of such Third Party Content have indemnified us.

b) If the Licensed Products are subject to a claim of infringement or misappropriation, or if we reasonably believe that the Licensed Products may be subject to a claim, we will at our option either: (i) replace the Licensed Products with functionally equivalent software; (ii) modify the Licensed Products while retaining substantively equivalent functionality; (iii) procure at no cost to you the right to continue to use the Licensed Products; or (iv) if (i), (ii) or (iii) are not commercially reasonable, we will notify you to terminate use of the Licensed Products. If we direct you to terminate use (or a permanent injunction is issued against such use), you will immediately do so and your remedies, in addition to this indemnity, will be limited to a pro rata refund of the current maintenance fees unused at the time of termination plus license fees previously paid for the Licensed Products that are subject to the infringement or misappropriation claim based on: (1) a term of 60 months following execution of the applicable Order for a perpetual license; or (2) any pre-paid but unused fees

for the balance of a term license. If your Order is a lease and we direct you to terminate use of the Licensed Products, after the effective date of termination we will release you from your payment obligations with respect to the license and software maintenance fees for the Licensed Products included in your payments under the lease due after the effective date of termination.

c) We will have no obligation to indemnify you if the infringement or misappropriation results from your: (i) modification of the Licensed Products; (ii) combination, operation or use of the Licensed Products with software products which are not ours; (iii) use of the Licensed Products in breach of this Agreement; or (iv) use of other than the most current release of the Licensed Products if a claim of infringement or misappropriation could have been avoided by your use of the current release of the Licensed Products, provided we delivered the superseding version to you and notified you of the need to use it.

d) [reserved]

e) You or we (the "Indemnified Party") will give the other (the "Indemnifying Party") prompt written notice of any matter with respect to which the Indemnified Party intends to seek indemnification under this Agreement (a "Claim"), provided, that the failure or delay in providing notice will not relieve the Indemnifying Party from any obligation to indemnify the Indemnified Party except to the extent that the failure or delay prejudices the defense of any Claim. The Indemnifying Party may, at its election, conduct and control the defense of the Claim with counsel selected by it, subject to the Indemnified Party's consent, not to be unreasonably withheld or delayed. The Indemnified Party agrees to cooperate with the Indemnifying Party and its counsel in investigating and/or contesting any Claim. No compromise or settlement of the Claim may be effected by the Indemnifying Party without the Indemnified Party's prior written consent, which will not be unreasonably withheld or delayed.

6. Software Maintenance; Training

a) We will provide software maintenance in accordance with the terms you will find at <https://www.pitneybowes.com/us/license-terms-of-use/shipping-and-mailing-maintenance-services-terms.html>. We will notify you if there is a change to the aforementioned terms in accordance with the Participating Addendum.

b) We will provide product training as specified in an Order or SOW.

7. Warranty; Disclaimers

a) We represent and warrant that during the Warranty Period the Licensed Products will conform to all substantial operational functions of the Licensed Products described in the Documentation or in the applicable SOW. Except as set out in any Product Terms, the "Warranty Period" is 90 days from the date the Licensed Product is delivered to you. If the Licensed Products do not conform during the Warranty Period, we will, at our option: (i) repair or replace the Licensed Product; or (ii) refund the

license and software maintenance fee for the non-conforming Licensed Product. If the Licensed Product is subject to a lease, we will refund payments made for the license and software maintenance fee and secure a release from future payments of the license and software maintenance fee under the lease. In the case of clause (ii), this Agreement will be terminated as it applies to the relevant Licensed Product.

(b) If we supply carrier rate information ("Rate Information") to you in connection with this Agreement, the media upon which the Rate Information is supplied are warranted to be free from defects for a period of 90 days after installation. Your sole remedy for breach of this warranty will be replacement of the Rate Information media. We do not warrant that the Rate Information itself is accurate. We will have no liability for any damages you may incur as a result of your use of the Rate Information.

(c) There is no warranty if the Licensed Products failed to perform because of your use of the Licensed Products in a manner not authorized by this Agreement or for a purpose other than the ordinary purpose for which it is designed. The warranty does not apply if the Licensed Products have been altered, modified, converted or repaired by anyone other than us.

(d) **EXCEPT AS EXPRESSED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LICENSED PRODUCTS, DOCUMENTATION, SOFTWARE MAINTENANCE AND OTHER SERVICES ARE PROVIDED BY US "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULTS, RELIABILITY, PERFORMANCE AND NON-INFRINGEMENT OR ANY INFORMATION GENERATED BY YOUR USE OF THE LICENSED PRODUCTS OR DOCUMENTATION. WE MAKE NO WARRANTY THAT THE LICENSED PRODUCTS WILL MEET YOUR OR ANY THIRD PARTY'S REQUIREMENTS, WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR FREE FROM OTHER DEFECT OR FAILURE, OR WILL BE COMPATIBLE WITH OR OPERATE IN COMBINATION WITH ANY OTHER SOFTWARE OR HARDWARE SELECTED OR USED BY YOU OR ANY THIRD PARTY, OR THAT ANY DEFECT IS CORRECTABLE.**

8. 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 LICENSED PRODUCTS 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 LICENSED PRODUCTS IN ANY BILLING PERIOD WILL BE NO MORE THAN TWO TIMES WHAT YOU PAID US FOR THE LICENSED PRODUCTS FOR THE PREVIOUS BILLING PERIOD.**

B) **WE WILL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST POSTAGE, 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, OR FOR ANY CLAIM BY ANY OTHER PARTY.**

9. Term; Termination

a) The Term of this Agreement begins on the date you sign an Order and will remain in effect for the Term of the Licensed Products.

b) A party may terminate this Agreement if the other party commits a material breach of this Agreement

and fails to cure the breach within 30 days after receipt of written notice of the breach, or if either party becomes insolvent or files for bankruptcy.

c) We may terminate this Agreement under Section 5(b).

d) We can terminate immediately by giving notice to you, without opportunity to cure, if you breach Sections 3 General Use Restrictions, 14(e) export terms, or the Carrier Agreements.

e) Upon termination or expiry of this Agreement, you will stop using the Licensed Products and you will irretrievably delete and/or remove them from your Computer systems and, if not deleted and/or removed, return the Licensed Products and Documentation together with all copies to us; and you will certify compliance with this Section in writing.

f) You acknowledge that any breach of your obligations under this Agreement with respect to our or a third party's proprietary rights or confidential information will cause us and/or the third party irreparable injury for which there exists no adequate remedies at law, and therefore we will be entitled to injunctive relief, without posting any bond, in addition to all other remedies provided in this Agreement or available at law.

g) Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, including Sections 1(a) proprietary rights, 3, 5, 7, 8, 9(f) and (g), and 14, shall remain in full force and effect.

10. Third Party Content; Regulated Functionality

a) Various third party software and other documentation ("Third Party Content") may have been incorporated into the Licensed Products by us under permission from our licensors and suppliers. The United States Postal Service ("USPS") or other governmental bodies may regulate certain functionality of the Licensed Products. Special terms and conditions applicable to the Third Party Content are included in separate carrier agreements available to you as click through agreements ("Carrier Agreements"), and you agree to comply with such terms and conditions. Any terms and conditions in the Carrier Agreements that are inconsistent with, or in addition to this Agreement will control with respect to the Third Party Content or its functionality. If, from time to time, the Carrier Agreements are amended, we will provide you the revised portions to reflect, (a) changes in our arrangements with our licensors or suppliers for Third-Party Content, or (b) regulatory requirements. If the Licensed Products perform an address validation function, license terms applicable to use of the USPS data related to such function are attached hereto as Exhibit B.

b) If our license to any Third Party Content terminates, you agree: (i) that this Agreement and all other agreements with us or any of our affiliates and you (e.g., equipment) will remain in full force and effect in accordance with their terms; (ii) upon our written request, to discontinue use of, and/or

return the terminated Third Party Content; and (iii) in the event of such request for discontinuance, we will have no further obligation to you with respect to the Third Party Content.

c) You will be solely responsible for: (i) entering into your own arrangements with third parties, including carriers, for software functionality not provided by us as part of the Licensed Products; and (ii) payment of all fees for third-party software not expressly included in the License fee paid under the Order, including fees associated with your operating environment.

11. Force Majeure

Except for a party's payment obligations, neither party will be liable for any delays or failure in performance from any cause beyond their control.

12. Assignment

You may not assign any of your rights under this Agreement to anyone else. We may assign or subcontract our rights to any other individual or entity upon written notice to you.

13. Use of Information; Data; Publicity

a) We may collect and use information you provide to us or we obtain or which is derived from your use of the Licensed Products (including shipping information) or software maintenance and other services for the Licensed Products; provided that such information will be used for our internal purposes related to systems analysis and research, customer segmentation and/or the manner or method in which we conduct business with our customers.

b) 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 through the Licensed Products and as provided in our Privacy Statement at <https://www.pitneybowes.com/us/legal/privacy-statement.html>.

c) You assign to us all right, title, and interest (including all rights in copyright and resulting patents) in any data, information, feedback, suggestions, and written materials provided to us related to your use of the Licensed Products.

d) You will ensure that you have the appropriate rights to (including the right to provide to us) all data, files, materials or other information that you provide to us in connection with our provision of the Licensed Products.

e) You agree that we can use your name in our client list and identify you as a client when communicating with prospective clients, in each case along with our product or service that you are using. You agree that we can use your name and logo in marketing content, including in an advertising campaign, with your prior consent.

14. General

a) If you or we do not immediately take action on a violation of this Agreement, we are not giving up any

rights under this Agreement, and we may still take action at a later point.

b) Notices under this Agreement will be effective: (i) in the case of a notice to you, when we send it to the last email or physical address you gave us or any address you may later provide; (ii) in the case of a notice to us alleging a breach of this Agreement, when delivered to us by email to legalnotices@pb.com or by overnight courier or delivered in person to Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 along with a copy to our legal counsel: Attn. Chief Legal Officer and Corporate Secretary, or any addresses we may later provide; and (iii) in the case of any other notice when delivered to us by physical mail to Pitney Bowes Inc., EVP & President, Pitney Bowes Sending Technology Solutions, 3001 Summer Street, Stamford, CT 06926 or when you create a case at www.pitneybowes.com/us/contact-us.html (follow the instructions under “how to create a case”).

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

d) If physical delivery of the Licensed Products is required, delivery will be FOB point of origin. We may, to the extent available, deliver the Licensed Products, Enhancements or key codes electronically via the Internet or permit you to download the Licensed Products, Enhancements or key codes from our website.

e) You agree: (i) to comply with all U.S. export control laws and regulations; (ii) not to export, re-export, or provide the Licensed Products to any destination or to any person if prohibited by any U.S. law or regulation; and (iii) to immediately notify us in writing if you or one of your affiliates is or becomes listed in any Denied Parties List or if you or any of your affiliates export privileges are denied, suspended or revoked by any U.S. Government entity.

f) Nothing contained in this Agreement will be construed to constitute either party as a partner, joint venturer, co-owner, employee or agent of the other party and neither party will hold itself out as such.

15. Choice of Law; Arbitration; WAIVER OF JURY TRIAL

a) This Agreement is governed by the laws of the State of Alabama.

b) Neither party 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.

c) This Section 15 will survive any termination of this Agreement or an Order indefinitely.

16. Verification

With 10 days' written notice to you, we or our designated third party may verify your compliance with this Agreement at all locations and for all environments in which you use the Licensed Products. The verification will take place no more than one time per twelve-month period during normal business hours in a manner that minimizes disruption to your work environment. We may use an independent third party under obligations of confidentiality to provide assistance. We will notify you in writing if any such verification indicates that you have used the Licensed Products in excess of the use authorized by this Agreement. You agree to enter into an additional Order and pay all associated fees directly to us for the charges that we specify, including: (i) any excess use; (ii) maintenance and/or subscription fees for the excess use for the duration of such excess; and (iii)

any additional charges determined as a result of the verification.

17. U.S. Government Restricted Rights

If you are an agency of the United States Government, use of the Licensed Products by the Government constitutes acknowledgment of our proprietary rights in the Licensed Products and such Licensed Products will be: (i) deemed “commercial computer software” or “commercial computer software documentation” and the Government’s rights with respect to such Licensed Products and documentation are limited by this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202- 1(a), as applicable, or their successors; and (ii) subject to “RESTRICTED RIGHTS”, as described in FAR52.227-14 and/or DFAR252.227-7013 et seq., as applicable. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in these regulations.

18. Entire Agreement

This Agreement is the entire agreement between us and supersedes all prior written or verbal agreements, proposals, understandings and discussions. We will not be subject to pre-printed or standard terms contained on any purchase order or other purchasing document, and we specifically disclaim such terms. This Agreement cannot be modified unless agreed to by both you and us in writing.

Exhibit A
Product Terms

If you have ordered the following products, your use of that product will be subject to the Product Terms below. Capitalized terms not defined below will have the same meanings set out in this Agreement.

SendSuite® Live

Warranty

Due to its installation procedures, the Warranty Period for the SendSuite Live shipping software for multiple sites ("Multi-Site Software") is 90 days from the date of Acceptance of the Multi-Site Software at the initial site. "Acceptance" will be deemed to have occurred on the earlier of: (i) when you have indicated acceptance of the Licensed Products; (ii) after 30 days from delivery of the Licensed Products (the "Acceptance Period") unless you provided a notice of rejection during such period; or (iii) when the Licensed Products have been installed and conform to all substantial operational functions described in the user manual. You will not unreasonably withhold or delay Acceptance.

Exhibit B

USPS License Terms for use of the USPS Data

(Last modified February 11, 2020)

The following terms apply solely to your use of the United States Postal Service (“USPS”) data that is provided under license from Pitney Bowes Inc. (“PBI”) and its licensors. These additional terms amend the Agreement between PBI and you. Absent a signed Agreement, your use of the USPS Data constitutes acceptance of the terms set forth herein. Capitalized terms used herein and not otherwise defined have the meaning assigned to them in the Agreement. The terms and conditions set forth below supersede any conflicting terms and conditions in the Agreement.

a) The delivery point validation (the “DPV® Product”), LACSLink® and SuiteLink® and any updates, materials, know-how, computer code, and technical information (hereinafter collectively, the “USPS Data”) are confidential and proprietary to the USPS and shall remain the property of USPS. You shall maintain the USPS Data in strict confidence in accordance with the terms of the Agreement.

b) You are prohibited from: (i) modifying, improving, correcting, or enhancing the USPS Data in any way; (ii) combining the USPS Data, or any portion thereof, with other information, data, software or the like to create any derivative product of the USPS Data; or (iii) make or reduce to practice any invention, idea or concept, whether patentable or not, on or relating to the USPS Data or any portion thereof without the prior written approval of USPS.

c) You shall not: (i) use the USPS Data or any of its technology to compile a list of delivery points not already in your possession or to otherwise create a mailing list or portion thereof; (ii) rent, sell, distribute or otherwise provide any of your proprietary address lists, service products, or other system of records that contain address attributes derived or updated through the use of the USPS Data; or (iii) in addition to the foregoing, use SuiteLink for any purposes other than for improving business delivery addresses in multi-occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other item that will be delivered by USPS.

d) You are not permitted to export the USPS Data outside the United States or its territories.

e) You agree and acknowledge that USPS retains all right, title and interest in the USPS Data, and all trademarks, trade dress, service marks, trade secrets, copyrights, patents and other intellectual property rights related thereto.

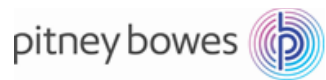
f) The USPS shall be a third party beneficiary with respect to the license to the USPS Data granted hereunder and thereby shall have the right to directly enforce against you the restrictions with respect to the USPS Data set out herein.

g) NEITHER PBI AND ITS LICENSORS NOR THE USPS SHALL BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF THE USPS DATA. This disclaimer is in addition to any other disclaimers of warranties set out in the Agreement.

h) To satisfy USPS requirements THE DPV PRODUCT SHALL CONTAIN DISABLING DEVICE(S) DESIGNED TO PREVENT USE NOT PERMITTED BY THIS LICENSE. PBI shall document all disabling devices to you. In the event you encounter the “Stop DPV Processing” function, you shall contact PBI in order to restore DPV processing capability. PBI or its licensor shall immediately notify USPS of your name and address. At the sole discretion of the USPS, PBI may not have the right to restore your DPV processing capability.

i) [\[Reserved\]](#)

j) Notwithstanding anything to the contrary elsewhere in the Agreement or any applicable order, the USPS Data is not licensed on a perpetual basis, and may only be licensed for the limited term set out in the applicable order. You may elect to renew your term license to the USPS Data to the extent PBI continues to offer a license to the USPS Data, for an additional term upon payment of the applicable renewal fees. PBI shall have the right to terminate your license to the USPS Data if (i) the USPS cancels PBI's or its licensors' right to distribute the USPS Data, (ii) you are in breach of any of the foregoing provisions; or (iii) the Agreement or Order is terminated.



If you ordered any of the following products, your use of the product(s) will be governed by these terms below: Cost Accounting, INVIEW[®] Analytics, MyGraphics[™] Designer System, SendPro[®] Enterprise (On-Demand), SendPro[®] Online (aka PitneyShip[™] software), SendSuite[®] Tracking Online, PitneyShip[™] Pro, PitneyTrack[™] Inbound, PitneyAnalytics[™] solution, ParcelPoint[™] Smart Locker Management.

ON-DEMAND SUBSCRIPTION SERVICES AGREEMENT

For NASPO ValuePoint (Last modified October 2022)

Thanks for using our on-demand subscription services. These terms define the terms and conditions under which you're allowed to use the on-demand subscription services and how we'll treat your account while you're utilizing the on-demand subscription services. If you have any questions about our terms, feel free to [contact us](#).

We'll start with the basics, including a few definitions that should help you understand this agreement. This On-Demand Subscription Services Agreement (this "Agreement") is between you and Pitney Bowes Inc. ("we", "us", and "our"). This Agreement will only apply if the on-demand subscription services identified in your order form (the "Order") are not covered by one or more separate On-Demand Subscription Services Agreements. Your on-demand subscription services may also require one or more Statements of Work (each a "SOW").

The web sites through which you access the on-demand subscription services (each a "Site"; the on-demand subscription services and the Sites are collectively called the "Services") are owned and operated by us or our vendors. Additional product-specific terms applicable to certain of the Services ("Product Terms") can be found in Attachment 1, attached hereto.

1. Eligibility

In order to use the Services, you must provide true, complete and up to date contact information for so long as you access the Services. You won't use the Services in a way that violates any laws or regulations, including any relating to data protection and privacy. We may refuse service or close your account if you fail to comply with this Agreement.

2. Use of the Service

a) As long as you continue to comply with the terms of this Agreement, we grant you a non-exclusive, non-transferable license to access and use the Services for the number of months, and for up to the number of users, number of locations, transactions, or other volume metrics specified in the Order. If applicable, you may upgrade your plan for additional fees. We reserve all rights to the Services not expressly granted to you in this Agreement.

b) You agree that you will use the Services only for business or commercial purposes and not for personal, family or household purposes.

You won't use the Services for or make the Services available to any third party. In addition, you agree not to use the Services to send infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the Services. Disruptions include but are not limited to denial of service attempts, distribution of advertising or chain letters, propagation of computer worms and viruses, or use of the Services to make unauthorized entry to any other device accessible via the Services. For the Services and related software, you will not (i) make derivative works; (ii) sublicense, sell, rent, lease, lend, time-share, disclose, transfer or host the Services, documentation or any other confidential or proprietary information to or for any other parties; (iii) use the Services to modify or reproduce a third party's materials unless you have the legal right to do so; (iv) distribute any part of the Services over any network, including a local area network; or (v) extract any data from the Services and use such data for any purpose other than for your use of the Services.

c) If you are delivered software for on premise installation as part of the Service ("Software") the following additional terms apply: You won't (i) reverse engineer, decompile or disassemble the Software; (ii) make copies of the Software, other than a reasonable number of copies for use for disaster recovery purposes; and (iii) separate the components of the Software, or install and use such components separately and independently of the Software they comprise.

d) If you do not comply with this Section 2, you will be in material breach of this Agreement, and we will have the right to immediately terminate your use of the Services.

3. Term and Termination; Suspension

a) The term of this Agreement begins on the effective date of the Order and will remain in effect for each Service for the duration of the Order or SOW applicable to such Service. Each Order or SOW will be effective as of the date in such Order or SOW and will remain in effect until its expiration or until your account is closed. If this Agreement is terminated, any Order entered into beforehand will, unless terminated under another provision of this Agreement, remain in effect for its entire term and this Agreement will remain in effect until the Order terminates.

b) Unless the Product Terms state otherwise, you may terminate your account at any time and for any reason by giving thirty days' notice to us.

c) We may at any time without notice: i) refuse to accept or fulfill your Orders or any part of any Orders for the Sites and/or Services; or ii) move, suspend or terminate all or any part of the Sites and/or Services or terminate your account.

d) Once your use of a Service is terminated, (i) we may permanently delete your account and all the data associated with it, in accordance with our records management policies and as permitted by applicable law, (ii) you must immediately stop using the Service and Software, and remove any Software from the computers on which it was installed, (iii) each party will promptly return or destroy all confidential information of the other party; and (iv) your access to the Service will continue through the current billing period for access to the Service (the "Billing Period") for which you have paid in advance, unless you have failed to comply with this Agreement, in which case your access will be immediately revoked. You won't be entitled to a refund from us under any circumstances.

e) Termination of this Agreement will be in addition to and not in lieu of any other legal or equitable remedies available to us.

4. Changes

We may change the Services and any features from time to time, and if such changes are material, we will notify you by sending an email to the last email address you gave to us. If you do not wish to continue using the modified Services, you may terminate your use of the Service, effective the last day of the current Billing Period for which you have paid in advance. We may change any terms of this Agreement and the fees charged for using the Services by posting revised terms and/or fees on the Sites and/or by sending an email to the last email address you gave to us; provided, however, that if the Order includes the lease of equipment, no change to the fees will be effective prior to the end of the term of the lease of such equipment. The new terms and new fees will be effective on the first day of the next Billing Period and will apply thereafter. By continuing to use the Services after any such changes, you agree to be bound by such changes. If you do not wish to agree to the new terms or the new fees, you must stop using that portion of the Services affected immediately.

5. Account and Password

By registering for the Services, you will be prompted to establish certain passwords and provide other access information to enable you to use the Services. If your Services require federated or single sign-on access, your passwords and access is managed by the purchasing entity. You represent that you have all necessary authority to establish an account with us on behalf of the business. The account name, password and 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 accounts or any other breach of security. We aren't responsible for any losses due to stolen or hacked passwords.

6. Account Disputes

We don't arbitrate disputes over who owns an account. You won't request access to or information about an account that's not yours. We decide 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.

7. Fees; Payment Terms

a) You will pay the fees for the use of the Services which are posted on the Sites or described in an Order or SOW, and may be changed from time to time, unless specified as conditions of a subscription type. These fees do not include: (i) any applicable sales, use or other taxes, which will be separately identified on your invoice; (ii) usage-based fees for the Services, which will be separately identified on your invoice, and (iii) charges for any services not contemplated by this Agreement, such as special programming, which may be available upon request and are subject to our then-current rates. Except as provided in an Order or SOW, your subscription for the use of the Services will be billed in advance with the first payment due at the time of registration and with each subsequent payment due on the due date specified in the invoice for the payment.

b) We will automatically charge your payment source the cost of your subscription at the beginning of each Billing Period. Please note that we may receive updated billing information regarding your credit card account or other payment source and you consent to our receiving such updates.

8. Personal Information

If any of the Services collects or stores individually identifiable personal information, then we will comply with our privacy statement located at <http://www.pitneybowes.com/us/legal/privacy-statement.html> as it may be updated by us from time to time (the "Privacy Statement").

9. Trademarks

Pitney Bowes, the Pitney Bowes logo, and associated brand names and domain names are our intellectual property in the United States and other countries. All marks not owned by us are the property of their owners. You may not use, and nothing contained on the Sites or in this Agreement grants any right to use, any trademark displayed on the Site without our written permission or from the owner of the trademark. In addition, except as explicitly set forth in this Agreement, you will not use any copyrighted work displayed on the Sites or any of our other intellectual property without our prior written consent.

10. Feedback; Data

a) 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 and as provided in our Privacy Statement. We reserve the right to use, without limitation, any anonymized or aggregated data that does not identify you or any user of the Service relating to use of the Service. We retain the right to use data derived from your use of the Service for our internal purposes and for the purposes of performing analytics on the Service, or for improving or enhancing the Service or other products or services offered by us to our customers, all in accordance with the Privacy Statement.

b) You assign to us all right, title, and interest (including all rights in copyright and resulting patents) in any data, feedback, suggestions, and written materials provided to us related to your use of the Services.

c) You'll ensure that you have the appropriate rights to (including the right to provide to us) all data, files, materials or other information that you provide to us in connection with our provision of the Services.

11. Product Support

As part of your access to the Services, we will provide you with product support in accordance with the terms in Attachment 2 – Product Support Terms.

12. 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 SERVICE 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 BILLING PERIOD WILL BE NO MORE THAN TWO TIMES WHAT YOU PAID US TO PROVIDE THE SERVICE FOR THE BILLING PERIOD.

b) WE WON'T BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST POSTAGE, 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, OR FOR ANY CLAIM BY ANY OTHER PARTY.

13. INDEMNITY

WE SHALL NOT BE RESPONSIBLE FOR, AND SHALL NOT INDEMNIFY, DEFEND OR HOLD YOU HARMLESS FROM ANY CLAIMS OR SUITS (INCLUDING REASONABLE ATTORNEYS' FEES) AGAINST YOU BY A THIRD PARTY BASED ON THE BREACH OF THIS AGREEMENT BY YOU OR ANY USER AUTHORIZED BY YOU. THIS SECTION 13 WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT OR AN ORDER INDEFINITELY.

SERVICE AVAILABILITY; DISCLAIMERS

a) YOUR ACCESS TO AND USE OF THE SERVICES MAY BE INTERRUPTED FROM TIME TO TIME FOR VARIOUS REASONS, INCLUDING MALFUNCTION OF EQUIPMENT, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SITES, OR OTHER ACTIONS THAT WE MAY ELECT TO TAKE.

b) EXCEPT AS EXPRESSLY STATED IN ANY PRODUCT SPECIFIC TERMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND THE CONTENT ON THE SITES, INCLUDING ANY THIRD PARTY SERVICE OR DATA, ARE PROVIDED BY US "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY AND NON-INFRINGEMENT. WE DON'T GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT WE WILL CORRECT ALL ERRORS.

15. Third Party Sites and Data

The Sites and this Agreement 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. If the Services perform an address validation function, license terms applicable to use of the USPS data related to such function are attached hereto as Attachment 3.

16. Compliance with Laws

Each party will comply with all applicable federal, state and local laws, rules and regulations, including export regulations and privacy laws. You will be solely responsible for the content of all data submitted to us in connection with our provision of the Services and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such data.

You 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.

USPS Regulations

If you use the Service to print postage or send parcels, letters, and flats ("Packages") with the USPS, you must comply with all USPS regulations applicable to the use of the Service. If you: (a) use your account in a fraudulent or unlawful manner; (b) do not use your account during a consecutive twelve month period; (c) fail to exercise sufficient control over your account to prevent fraudulent or unlawful use; (d) 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 (e) otherwise fail to abide by the provisions of postal regulations and these terms regarding care and use of your account, then your account may be cancelled. You acknowledge and agree that

your account will be closed and your ability to use the Service terminated by us for any of the reasons described above or upon demand by the USPS. You agree that any use of the Service to fraudulently deprive the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious, or fraudulent statement 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 to us the license as a PC postage vendor to create a shared postage evidencing system that users will use to dispense postage. As a user of such Service, you must understand and acknowledge that authorization to use the Service is granted by the USPS. You accept responsibility for control and use of the Service 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; or (vi) possession of a decertified system. You must make the postage evidencing system and transaction records available and surrender the system to us, the USPS, or its agent when notified to do so.

17. Assignments

You may not assign any of your rights under this Agreement to anyone else. We may assign or subcontract our rights to any other individual or entity upon written notice to you.

18. U.S. Government Restricted Rights

If you are an agency of the United States Government, use of the Services by the Government constitutes acknowledgment of our proprietary rights in software contained in the Services, and such software will be: (i) deemed “commercial computer software” or “commercial computer software documentation” and the Government’s rights with respect to such software and documentation are limited by this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable, or their successors; and (ii) subject to “RESTRICTED RIGHTS,” as described in FAR52.227-14 and/or DFAR252.227-7013 et seq., as applicable. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in these regulations.

1. Choice of Law; Arbitration; WAIVER OF JURY TRIAL

- a) This Agreement will be governed by the laws of the State of Alabama without regard to its principals of conflict of laws.
- b) Neither party 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.
- c) This Section 19 will survive any termination of this Agreement or an Order indefinitely.

20. Force Majeure

Except for a party’s payment obligations, neither party will be liable for any delays or failure in performance from any cause beyond their control. This includes acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, strikes, power disruptions, and any disruption of internet service not caused by us.

21. Notices

Notices under this Agreement will be effective (i) in the case of a notice to you, when we send it to the last email or physical address you gave us or any address you may later provide; (ii) in the case of a notice to us alleging a breach of this Agreement, when delivered to us by email to legalnotices@pb.com or by overnight courier to Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 along with a copy to our legal counsel: Attn. Chief Legal Officer and Corporate Secretary, or any addresses we may later provide; and (iii) in the case of any other notice to us, when delivered to us by physical mail to Pitney Bowes Inc., EVP & President, Pitney Bowes Sending Technology Solutions, 3001 Summer Street, Stamford, CT 06926 or when you create a case at <https://www.pitneybowes.com/us/contact-us.html> (follow the instructions under “how to create a case”).

22. Independent Contractor

Nothing contained in this Agreement will be construed to constitute either party as a partner, joint venturer, co-owner, employee or agent of the other party, and neither party will hold itself out as such.

23. Miscellaneous

Neither party will be subject to pre-printed or standard terms contained on any purchase order or other purchasing document, and we specifically disclaim such terms. If there's a conflict between the Product Terms and any other provision of this Agreement, the Product Terms will govern and control. Each Party will cooperate with the other and take such other actions as may reasonably be requested from time to time in order to carry out the intent and accomplish the purposes of this Agreement, including our right to verify your compliance with this Agreement and any Orders at all locations which you access the Services. If we don't immediately take action on a violation of this Agreement, we're not giving up any rights under this Agreement, and we may still take action at a later point. Each party will also keep confidential the terms and conditions of the Agreement and the SOW(s).

Attachment 1 – Product Terms

Product Terms for SendPro® Online, PitneyShip™ Software and PitneyShip™ Pro

(Last modified October 2022)

Defined Terms

“Package(s)” means parcels, letters, and flats shipped under this Agreement.

“Carrier” means a third-party shipping vendor that you use within the Service.

“Tender” means the transfer of physical custody of a Package that has a PBI compliant shipping label affixed to it, by you to a Carrier as demonstrated by the scanning of the label by the Carrier.

Use of the Service

In order to use the Service, you must complete the registration process. You may use the Service on behalf of third parties. You may permit your third party contractors to access the Service solely on your behalf and for your benefit so long as the contractor agrees to fully comply with all terms and conditions applicable to the Service. You remain responsible for each contractor’s compliance with those terms and conditions and any breach of those terms. All rights granted to any contractor under these terms terminate immediately upon (i) conclusion of the services provided by the contractor to you that gives rise to such right or (ii) termination of your account or your use of the Services.

Each individual Package Tendered for shipment must originate from a location in the U.S. or certain U.S. territories. You agree that you will only Tender Packages to a Carrier with shipping labels that correspond to the transportation method you selected.

Fees

The fees for the use of the Service don’t include the postage, shipping or other charges imposed by the carrier for printing postage or labels and sending letters or parcels through the United States Postal Service (the “USPS”) or another carrier.

Credit Cards – Accounts with The Pitney Bowes Bank, Inc.

Unless (i) you have established and maintain a Purchase Power® account or a Reserve Account with The Pitney Bowes Bank, Inc. (the “Bank”) and (ii) you have available funds in a Reserve Account or have available credit under a Purchase Power account, then as long as you’re utilizing the Service or have an outstanding balance with us, you'll provide us with valid credit card information. You'll replace the information for any credit card that expires with information for a different valid credit card. Some charges for the sending of parcels may be billed directly by the Carrier. For all other charges for postage or for the sending of parcels through the Service, including, without limitation, any charges imposed by a Carrier for which the charges paid by you were insufficient (all such charges are called “Shipping Charges”) and all fees for the use of the Service, we will charge your Reserve Account, if established, with any remaining unpaid balance being charged to your Purchase Power account, if any. In the event that (i) you do not maintain a Reserve Account or a Purchase Power account with the Bank or (ii) you do not have available funds in a Reserve Account and do not have available credit under a Purchase Power account, all such fees and charges will be charged to your credit card together with a convenience fee of 3 ½% of the amount of all Shipping Charges and you authorize us to do so.

Carrier Requirements

As part of the Service, Pitney Bowes partners with Carriers that enable you to print shipping labels, and these Carriers are responsible for shipping your items. As part of your use of the Service, you must comply with the requirements of those Carriers.

If you use the Service for shipping with the USPS, you must comply with all applicable terms listed at <https://www.usps.com>. Failure to comply will constitute a material breach and the USPS will provide written notice of termination. However, if allowed by USPS, you will have ten (10) days from date notice is received from USPS or a copy of such written notification from us, whichever is earlier, to cure your violations of USPS policies and procedures and have USPS rescind its termination notice.

You may be entitled to receive discounted rates for Packages you Tender to the USPS for shipment. Rates are subject to change at any time.

If you use the Service to send Packages with a Carrier other than the USPS, you must comply with the requirements of that Carrier. The terms governing the use of FedEx to send parcels are located at <https://www.fedex.com/> and the terms governing the use of United Parcel Service are located at <https://www.ups.com/>.

Third Party Marketplaces

We may provide functionality to enable you to link your account to third party marketplaces (each a "Marketplace"), such as eBay, Amazon and Shopify. The Marketplace sites, their authentication process and any data they provide us (and its accuracy) are not under our control and we are not responsible for it. You warrant that you are the Marketplace account holder of any account you link to us and will comply with all Marketplace terms and conditions.

SendPro® Enterprise (On-Demand) Subscription
Product Terms
(October 2022)

Defined Terms

“**Package(s)**” means parcels, letters, and flats shipped under this Agreement.

“**Carrier**” means a third-party shipping vendor selected by you through the Service.

“**Tender**” means the transfer of physical custody of a Package that has a PBI compliant shipping label affixed to it, by you to a Carrier as demonstrated by the scanning of the label by the Carrier.

Use of the Service

You may permit your third party contractors to access the Service solely on your behalf and for your benefit so long as the contractor agrees to fully comply with all terms and conditions applicable to the Service. You remain responsible for each contractor’s compliance with those terms and conditions and any breach of those terms. All rights granted to any contractor under these terms terminate immediately upon (i) conclusion of the services provided by the contractor to you that gives rise to such right or (ii) termination of your account or your use of the Service.

Each individual Package Tendered for shipment must originate from a location in the U.S. or certain U.S. territories. You agree that you will only Tender Packages to a Carrier with shipping labels that correspond to the transportation method you selected.

Fees

The fees for the use of the Service don’t include the postage, shipping or other charges imposed by the Carrier for printing postage or labels and sending Packages through the United States Postal Service (the “USPS”) or another Carrier.

Using USPS

If you use the Service for shipping with the USPS, the USPS must approve your registration prior to use of their shipping services and you must comply with all applicable terms listed at <https://www.usps.com>. Failure to comply will constitute a material breach and the USPS will provide written notice of termination. However, if allowed by USPS, you will have ten (10) days from date notice is received from USPS or a copy of such written notification from us, whichever is earlier, to cure your violations of USPS policies and procedures and have USPS rescind its termination notice.

You may be entitled to receive discounted rates for Packages you Tender to the USPS for shipment. These rates will be programmed into the Service and will be made available to you for the duration of this Agreement. Rates are subject to change at any time.

When you print USPS postage or labels using the Service, the following information is collected in order to generate valid postage indicia: (1) the date and time of the transaction; (2) the destination ZIP Code™; (3) the rate category of each indicium created and the details of any associated special services, such as special handling or restricted delivery; and (4) 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 printed by you is maintained by us for accounting and reporting purposes.

Non-USPS Carrier Requirements

If you use the Service to send Packages with a Carrier other than the USPS, you must comply with the requirements of that Carrier.

SendSuite® Tracking Online Product Terms

(Last Modified October 2022)

Our Responsibilities

The Service may be inaccessible or inoperable during certain periods so that we can perform routine maintenance support services (“Scheduled Downtime”). Scheduled Downtime will be scheduled outside normal business hours, such as nights and weekends. We’ll use reasonable commercial efforts to minimize any disruption, inaccessibility and/or inoperability of the Services in connection with Scheduled Downtime or other disruption of Service.

Product Terms for ParcelPoint Smart Locker Management and PitneyTrack™ Inbound

(Last Modified October 2022)

Use of the Service

You may permit your third party contractors to access the Service solely on your behalf and for your benefit so long as the contractor agrees to fully comply with all terms and conditions applicable to the Service. You remain responsible for each contractor's compliance with those terms and conditions and any breach of those terms. All rights granted to any contractor under these terms terminate immediately upon (i) conclusion of the services provided by the contractor to you that gives rise to such right or (ii) termination of your account or your use of the Service.

Our Responsibilities

The Service may be inaccessible or inoperable during certain periods so that we can perform routine maintenance support services ("Scheduled Downtime"). Scheduled Downtime will be scheduled outside normal business hours, such as nights and weekends. We'll use reasonable commercial efforts to minimize any disruption, inaccessibility and/or inoperability of the Services in connection with Scheduled Downtime or other disruption of Service.

Attachment 2 – Product Support Terms

On-Demand Subscription Services Product Support Terms

(Last modified: February 11, 2020)

As part of your access to the Services, we will provide you with the following:

a) SELF HELP. 24/7 access to web self-help and user and support articles.

b) TECHNICAL SUPPORT. We provide technical support over the phone and via the Internet (“Remote Support”) unless otherwise specified. To receive Remote Support you must provide us access to your device. When submitting an issue, you will be requested to provide sufficient detail for us to reproduce the problem. Additional support, such as diagnosis of your IT environmental or infrastructure issues, may be available, subject to additional terms and fees.

(i) Telephone Support. PB product support is available from 7 am to 7 pm Central Time, Monday through Friday, excluding PB observed US holidays (“Normal Operating Hours”). You may contact PB Product Support toll-free by phone during Normal Operating Hours. Contact numbers are located at <https://www.pitneybowes.com/us/business-services/maintenance-support.html>.

(ii) Electronic Requests. You may submit a request to PB Product Support electronically by going to www.pitneybowes.com, signing in to Your Account, and submitting a ticket 24 hours a day, 7 days a week. Requests received outside Normal Operating Hours are processed the next business day.

(iii) If there are 50 or more users within your organization, then you must identify a limited number of staff who are responsible for escalating requests for support assistance to us (“Authorized Personnel”). We will provide remote technical support assistance to the Authorized Personnel for issue resolution with the Services. Authorized Personnel will then be responsible for providing technical support to other users within your organization. Any issue escalated to us for technical support must be related to Services provided by us (and not to your organization’s operating environment or other hardware or software). Additional fees will apply if your organization does not have Authorized Personnel available.

Attachment 3

USPS License Terms for use of the USPS Data

(Last modified February 11, 2020)

The following terms apply solely to your use of the United States Postal Service (“USPS”) data that is provided under license from Pitney Bowes Inc. (“PBI”) and its licensors. These additional terms amend the Agreement between PBI and you. Absent a signed Agreement, your use of the USPS Data constitutes acceptance of the terms set forth herein. Capitalized terms used herein and not otherwise defined have the meaning assigned to them in the Agreement. The terms and conditions set forth below supersede any conflicting terms and conditions in the Agreement.

a) The delivery point validation (the “DPV® Product”), LACSLink® and SuiteLink® and any updates, materials, know-how, computer code, and technical information (hereinafter collectively, the “USPS Data”) are confidential and proprietary to the USPS and shall remain the property of USPS. You shall maintain the USPS Data in strict confidence in accordance with the terms of the Agreement.

b) You are prohibited from: (i) modifying, improving, correcting, or enhancing the USPS Data in any way; (ii) combining the USPS Data, or any portion thereof, with other information, data, software or the like to create any derivative product of the USPS Data; or (iii) make or reduce to practice any invention, idea or concept, whether patentable or not, on or relating to the USPS Data or any portion thereof without the prior written approval of USPS.

c) You shall not: (i) use the USPS Data or any of its technology to compile a list of delivery points not already in your possession or to otherwise create a mailing list or portion thereof; (ii) rent, sell, distribute or otherwise provide any of your proprietary address lists, service products, or other system of records that contain address attributes derived or updated through the use of the USPS Data; or (iii) in addition to the foregoing, use SuiteLink for any purposes other than for improving business delivery addresses in multi-occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other item that will be delivered by USPS.

d) You are not permitted to export the USPS Data outside the United States or its territories.

e) You agree and acknowledge that USPS retains all right, title and interest in the USPS Data, and all trademarks, trade dress, service marks, trade secrets, copyrights, patents and other intellectual property rights related thereto.

f) The USPS shall be a third party beneficiary with respect to the license to the USPS Data granted hereunder and thereby shall have the right to directly enforce against you the restrictions with respect to the USPS Data set out herein.

g) NEITHER PBI AND ITS LICENSORS NOR THE USPS SHALL BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF THE USPS DATA. This disclaimer is in addition to any other disclaimers of warranties set out in the Agreement.

h) To satisfy USPS requirements THE DPV PRODUCT SHALL CONTAIN DISABLING DEVICE(S) DESIGNED TO PREVENT USE NOT PERMITTED BY THIS LICENSE. PBI shall document all disabling devices to you. In the event you encounter the “Stop DPV Processing” function, you shall contact PBI in order to restore DPV processing capability. PBI or its licensor shall immediately notify USPS of your name and address. At the sole discretion of the USPS, PBI may not have the right to restore your DPV processing capability.

i) [Reserved]

j) Notwithstanding anything to the contrary elsewhere in the Agreement or any applicable order, the USPS Data is not licensed on a perpetual basis, and may only be licensed for the limited term set out in the applicable order. You may elect to renew your term license to the USPS Data to the extent PBI continues to offer a license to the USPS Data, for an additional term upon payment of the applicable renewal fees. PBI shall have the right to terminate your license to the USPS Data if (i) the USPS cancels PBI's or its licensors' right to distribute the USPS Data, (ii) you are in breach of any of the foregoing provisions; or (iii) the Agreement or Order is terminated.