

**End User Agreement**  
**for**  
**Pitney Bowes Enhanced Support Services**  
**And**  
**PC-Support Services**

This Agreement is made effective this \_\_\_\_\_ day of \_\_\_\_\_, by and between Pitney Bowes Inc. and its affiliates ("Pitney Bowes"), a Delaware corporation, having its principal place of business at World Headquarters, 3001 Summer Street, Stamford, CT 06926, and \_\_\_\_\_ ("Customer"), having its principal place of business at \_\_\_\_\_.

This Agreement covers all the services that comprise Pitney Bowes' Enhanced Support Services and PC-Support Services (collectively, "Services") and any related materials such as software, database files, operating instructions and user manuals ("Licensed End-User Materials"). The Licensed End-User Materials include Pitney Bowes' proprietary programs and databases and may include programs and databases developed by third parties and distributed under license by Pitney Bowes. The terms of this Agreement take precedence over terms in any purchase order or other document. In addition, the terms of this Software License Agreement are applicable to the Services and Licensed End-User Materials and any revisions or updates that are provided to the Customer during the term of this Agreement.

The Services may include an online storage and backup account in the name of Customer (the "Customer Account") to receive, via the Internet, and store Customer files (the "Customer Files"). The size of Customer Account shall be limited to 5 Gigabytes. If Customer exceeds that amount of storage, Customer shall pay an overage charge at Pitney Bowes's then current billing rate for such overages. In addition, Customer shall choose an Encryption Key and Password for use in connection with the Services and for access to Customer Files. The Licensed End-User Materials shall be designed to permit access to Customer Files only with a valid Encryption Key and Password. Pitney Bowes shall have the right to block or suspend Customer's access to the Licensed End-User Materials or the Services as Pitney Bowes may, in its reasonable discretion, deem necessary to preserve the security and integrity of the Licensed End-User Materials and the Services, including, without limitation, upon any of the following circumstances: (i) full or partial failure of the Licensed End-User Materials or the Services, (ii) a breach in the security of the Licensed End-User Materials or the Services, or (iii) a breach by Customer of any of Customer's obligations under this Agreement.

**GRANT OF LICENSE:**

Pitney Bowes hereby grants Customer (and Customer's contractors for the sole benefit of Customer) a personal, non-exclusive, non-transferable, worldwide license for Customer and its end-users to use the Services and the Licensed End-User Materials for the term of this Agreement. Customer will not, and will cause its end-users not to, make the Services or Licensed End-User Materials available to third parties (other than Customer contractors). Customer may not transfer or assign this Agreement or sublicense its rights to use the Services or Licensed End-User Materials to any other person.

Customer and its end-users shall not:

- i) reproduce, copy, modify, adapt, enhance, translate, create a competitive or derivative work of, disassemble, decompile, reverse engineer or otherwise attempt to discover the source code for the Services or the Licensed End-User Materials, in whole or in part, notwithstanding any law or regulation to the contrary, except to the limited extent that any law or regulation applicable to the circumstances both specifically permits a licensee to do any of the foregoing acts and specifically prohibits or nullifies an agreement between parties to a licensing agreement that the licensee will not do any of such acts;
- ii) re-license, resell, lease, rent, distribute, sub-license, time-share, make a data transmission of, assign, transfer or otherwise share rights to use the Services or Licensed End-User Materials, including without limitation any use of the Services or Licensed End-User Materials for third party training, commercial time-sharing, rental or service bureau use;
- iii) alter or remove any proprietary rights or copyright notice or identification which indicates Pitney Bowes or its licensors' ownership of the Services or Licensed End-User Materials; or
- iv) use the Services and Licensed End-User Materials to process and/or store the data of any person, firm, entity or association other than that of Customer's own data.

**OWNERSHIP AND USE:**

Customer may make a single copy of the Licensed End-User Materials for back-up or archival purposes only. Customer must reproduce all copyright notices on any copy, in whole or in part, of the Licensed End-User Materials. The original and any copies of the Licensed End-User Materials, in whole or in part, which are made by Customer shall be the property of Pitney Bowes and governed by this Agreement. Pitney Bowes does not own the media on which the Licensed End-User Materials are recorded.

Customer hereby acknowledges and agrees that Pitney Bowes or its licensors own and retain all rights, title, and interest in and to the Licensed End-User Materials, express or implied, regardless of the form or media in or on which the original or other copies may subsequently exist including, without limitation, all copyrights, trademarks, patents and trade secret rights inherent therein or appurtenant thereto.

All Customer Files are and shall remain the exclusive property of Customer. Customer shall retain all right and title in and to the Customer Files, including any proprietary rights in the Customer Files. Pitney Bowes shall not transfer, sell, disclose, license, alter or otherwise use the Customer Files other than to provide the Services as contemplated by this Agreement. Pitney Bowes shall have the right to make copies of Customer Files stored in connection with the Services, however, Pitney Bowes is not obligated to archive such copies and will utilize them only for backup purposes.

#### **CUSTOMER RESPONSIBILITIES.**

Customer shall be responsible for preventing the misuse or misappropriation of any Encryption Key and Password and shall maintain the confidentiality and security of any Encryption Key and Password. In the event of any misuse or misappropriation of any Encryption Key or Password, Customer will be solely responsible therefor. CUSTOMER ACKNOWLEDGES THAT WITHOUT THE CORRECT ENCRYPTION KEY, CUSTOMER FILES WILL REMAIN ENCRYPTED AND INACCESSIBLE. PITNEY BOWES SHALL HAVE NO LIABILITY FOR ANY DAMAGES SUFFERED DUE TO MISUSE, MISAPPROPRIATION, LOSS OR THEFT OF CUSTOMER'S ENCRYPTION KEY AND PASSWORD. Customer shall bear all risk of loss of Customer Files while in transit to or from Pitney Bowes. Pitney Bowes shall not be responsible for any loss, theft, corruption or modification of Customer Files transmitted, stored, retrieved, viewed, used or otherwise provided in connection with the Licensed End-User Materials or the Services.

#### **CONFIDENTIALITY:**

Customer acknowledges that the Services and Licensed End-User Materials are unique, confidential and valuable assets and trade secrets of Pitney Bowes or of the parties under whose license Pitney Bowes provides the Services and Licensed End-User Materials. Accordingly, Customer and/or its end-users may have access to information which is confidential to Pitney Bowes or Pitney Bowes' licensors or suppliers ("Confidential Information"). Customer agrees, and shall cause its end-users and contractors to, hold Confidential Information in strict confidence and, unless required by law, not to make such Confidential Information available in any form to any third party. Customer and its end-users and contractors will not use the Confidential Information for any purpose other than for purposes of receiving the Services in accordance with this Agreement. Customer agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees and contractors in violation of the terms of this Agreement.

#### **OTHER RESTRICTIONS:**

Customer hereby gives assurances to Pitney Bowes that, unless it has obtained prior written authorization from the United States or is otherwise permitted by the United States Department of Commerce Export Administration Regulations, it will not export or otherwise disclose, directly or indirectly, any technology or software received from Pitney Bowes nor allow the direct product thereof to be shipped, or to be disclosed either directly or indirectly, to any destination that is prohibited by the United States or to any foreign national that is prohibited by the United States.

#### **TERMINATION:**

This Agreement is effective upon delivery of the Licensed End-User Materials and shall remain in force for the term of the Services as specified in the ordering document between Pitney Bowes and Customer for the Services. This Agreement will terminate automatically if any term of this Agreement is violated by Customer. Termination of the Agreement shall be in addition to and not in lieu of any other legal or equitable remedies available to Pitney Bowes.

Upon the termination of this Agreement, Customer and each of its end-users shall cease using the Services and Licensed End-User Materials and within thirty (30) days after termination return the Licensed End-User Materials to Pitney Bowes or certify to Pitney Bowes that Customer has destroyed the Licensed End-User Materials.

In addition to all of its other rights and remedies, in the case of a material default by Customer or any of its end-users or contractors of this Agreement, Pitney Bowes shall be entitled to terminate this Agreement if the material breach is not cured within thirty (30) days written notice of the breach.

CUSTOMER UNDERSTANDS THAT ALL CUSTOMER FILES STORED BY PITNEY BOWES UNDER THIS AGREEMENT SHALL BE DELETED ON OR AFTER SEVEN (7) DAYS FROM THE TERMINATION DATE OF THIS AGREEMENT (THE "TERMINATION PERIOD"). USER ACKNOWLEDGES THAT AFTER THE TERMINATION PERIOD, USER FILES WILL NO LONGER BE ACCESSIBLE TO USER.

#### **LIMITED WARRANTY:**

Pitney Bowes warrants for a period of ninety (90) days from the date of delivery that the Services and Licensed End-User Materials will perform substantially in accordance with the user documentation. This warranty is void if the Services or Licensed End-User Materials fail to perform as a result of accident, misuse, or due to use with software programs or non-qualified databases of any party other than Pitney Bowes.

EXCEPT AS HEREIN SPECIFICALLY PROVIDED, THE SERVICES AND LICENSED PROGRAMS ARE PROVIDED WITHOUT ANY FURTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow the disclaimer of implied warranties. Therefore, the above disclaimer may not apply to you.

Pitney Bowes does not warrant that the functions contained in the Services or Licensed End-User Materials will meet Customer's requirements, or that the operation of the Licensed End-User Materials or any database supplied will be uninterrupted or error free.

**USER WARRANTY:**

Customer represents and warrants that, at the time it provides any Customer Files to Pitney Bowes and at all times during which such Customer Files are stored in connection with the Services, it is the owner of all such Customer Files, and all confidential information contained therein, and has full authority to provide the Customer Files to Pitney Bowes as contemplated by this Agreement. Customer represents and warrants that no Customer Files infringe upon or violate any patent, copyright, trademark, trade secret or other proprietary right or any contractual right or privacy right of any third party.

**LIMITATIONS OF REMEDIES:**

Pitney Bowes' entire liability and Customer's exclusive remedy shall be re-performance of the Services (if possible) or the replacement of any Licensed End-User Materials not meeting Pitney Bowes' LIMITED WARRANTY. If Pitney Bowes is unable to re-perform the Services and/or deliver replacement Licensed End-User Materials, Customer may terminate this Agreement by returning the Licensed End-User Materials, and Customer's fees will be refunded.

IN NO EVENT WILL PITNEY BOWES, ITS LICENSORS AND ITS SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING COSTS OR LEGAL EXPENSES, INCLUDING ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, IN CONNECTION WITH THIS AGREEMENT, THE PERFORMANCE OF THE SERVICES OR THE USE OR PERFORMANCE OF THE LICENSED END-USER MATERIALS, EVEN IF CUSTOMER HAS BEEN ADVISED OF OR COULD REASONABLY FORESEE THE POSSIBILITY OF SUCH DAMAGES.

Customer agrees that Pitney Bowes' entire liability for use of the Services and Licensed Program whether by Customer or any third party arising out of contract, negligence, strict liability, tort, warranty or otherwise shall not exceed any amounts paid by Customer for the particular Service or Licensed End-User Materials.

**GENERAL:**

This Software License Agreement and performance hereunder shall be governed by and constructed in accordance with the laws of Connecticut, but without recourse to Connecticut's conflict of law provisions that would otherwise require the application of the law of any other jurisdiction. The parties hereby agree and consent to the exclusive jurisdiction and venue of the courts situated in Fairfield County, Connecticut, in any action arising out of or relating to this Agreement and hereby submit to the personal jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed.

The waiver or failure of Pitney Bowes to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

If any portions of this Agreement are invalid under any applicable statute or rule of law to that extent they shall be deemed omitted from this Agreement.

**CUSTOMER HAS READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ABIDE BY ITS TERMS**

**CUSTOMER**

**PITNEY BOWES INC.**

Signed \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_