



## ON THE GO™ PACKAGE PICKUP SALES TERMS AND CONDITIONS

This Agreement (including the Exhibits hereto, this "Agreement"), dated as the Effective Date, is by and between Customer and Pitney Bowes Inc., a Delaware corporation with its principal place of business located at 3001 Summer Street, Stamford, Connecticut, 06926 ("Pitney Bowes").

### **Background**

Customer desires to purchase one or more Lockers and/or Services (each as defined herein) from Pitney Bowes. Pitney Bowes is willing on the terms set forth in this Agreement to sell such Lockers and/or Services to Customer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, Pitney Bowes and Customer hereby agree as follows:

**Definitions.** As used in this Agreement, the following defined terms have the meanings indicated below.

**"Acceptance"** shall be deemed to have occurred when Customer has indicated its acceptance of the Lockers or when the Lockers have been installed and conform to all substantial operational functions. Customer shall not unreasonably withhold or delay its acceptance.

**"Confidential Information"** is information of a party hereto which is furnished to the other party. The terms of this Agreement are considered Confidential Information. Your identity is not considered Confidential and PBI has the right to advertise your use of the Lockers

**"Customer, You or Your"** means the entity set forth on the Order.

**"Delivery Date"** means the date the Lockers are delivered to Customer's location.

**"Effective Date"** means the date the Order is received by Pitney Bowes.

**"End-user"** the person using the Lockers for self service parcel fulfillment.

**"Key Operator"** - the on-site key operator that Customer shall identify, assign and maintain who shall be Pitney Bowes' primary contact at the site for information concerning the Lockers.

**"Maintenance Services"** means, with respect to the Lockers, the maintenance services for such Lockers. Exhibit A to this Agreement sets forth the Maintenance Services.

**"Normal Working Hours"** - 8 a.m. - 5 p.m., Monday - Friday, excluding PBI-observed holidays, in the time zone where the Lockers are located.

**"Order"** means the cover page to this Agreement, including any and all statements of work attached thereto.

**"PBI"** - Pitney Bowes Inc.

**"Pitney Bowes"** - PBI, Mailing North America and their respective subsidiaries.

**"Pitney Bowes On The Go™ Package Pickup"** - one or more lockers ("Lockers") as listed on the Order.

**"Placement Location(s)"**- the location(s) where each of such Lockers shall be placed, as specified in the Order.

**"Services"** means Support Services and/or Maintenance Services, as applicable.

**"Shipment Date"** means the date the Lockers leave a Pitney Bowes' facility for delivery to Customer.

**"Software"** - has the meaning assigned to such term in Section 13.

**"Support Services"** - means installation, training, consulting, systems integration, data conversion and any other services provided by Pitney Bowes, pursuant to the Order.

**"Third Party Content"** - any third party software and other documentation that may have been incorporated into the Lockers by Pitney Bowes under permission from Pitney Bowes licensors and suppliers.

**"Third Party Software"** - software developed by a party other than Pitney Bowes.

**"Warranty Period"** shall have the meaning set forth in Section 7.b (i).

**1. Quantities.** General. Subject to the terms and conditions of this Agreement, Pitney Bowes shall sell to Customer the quantity of Lockers set forth in the Order.

**2. Support Services.** Subject to the terms and conditions of this Agreement, Pitney Bowes will provide Customer with the Support Services specified by the Order. Pitney Bowes will install the Lockers at Customer's location, Customer

shall provide a suitable power source, access to, and space for, the installation in accordance with Pitney Bowes' specifications as set forth in the Lockers site survey. Customer agrees to notify Pitney Bowes in advance of the scheduled installation date in the event there are unique site problems.

### **3. Maintenance.**

#### **a. Purchased Lockers.**

(i) **Initial Term.** For an initial term of one (1) year following the expiration of the Warranty Period (the "Initial Service Term"), Pitney Bowes shall provide Customer with the Maintenance Services.

(ii) **Renewal Service Term(s).** Maintenance Services shall automatically renew for consecutive (1) one-year terms (each, a "Renewal Service Term"), unless terminated by Customer as specified in subsection (iii) of this provision at least ninety (90) days prior to the renewal of such term, or unless such automatic renewal is prohibited by applicable state law.

(iii) **Customer Termination of Maintenance Services.** If Customer intends not to renew Maintenance Services, it must deliver a written notice (which notice must include Customer's account number) (the "Termination Notice") via certified mail to Pitney Bowes at the following address: Pitney Bowes Inc., 2225 American Drive, Neenah, WI 54956. Pitney Bowes reserves the right not to renew Maintenance Services at any time and for any reason, including, but not limited to, the age of the Lockers, excessive use, or Customer's refusal to pay any and all amounts due and owing under this Agreement.

(iv) **Maintenance Changes.** Pitney Bowes may, at its discretion, change or modify Maintenance Services by providing written notice to Customer (a "Maintenance Change Notice"), which notice shall specify whether, in Pitney Bowes' sole judgment, such change or modification is material. Upon receipt of a Maintenance Change Notice, Customer may, if Pitney Bowes has specified that the change is material, terminate Maintenance Services by delivering a Termination Notice within thirty (30) days of its receipt of the Maintenance Change Notice via certified mail to Pitney Bowes at the following address: Pitney Bowes Inc., 2225 American Drive, Neenah, WI 54956. Such termination shall be effective ten (10) business days after Pitney Bowes' receipt of the Termination Notice. If Pitney Bowes no longer offers Maintenance Services for the Lockers, Maintenance Services are terminated by Pitney Bowes or Customer has terminated Maintenance Services pursuant to the terms of this Section 3. a (iv), Pitney Bowes' sole obligation shall be to refund Customer the pro-rata fees pre-paid for the terminated services; provided, however, the foregoing refund shall not apply to the extent Customer is in breach of this Agreement or any other agreement with Pitney Bowes.

### **4. Delivery; Risk of Loss; Returns.**

a. **Delivery.** Except as set forth in the Order, Customer shall bear all shipping, freight and transportation charges. Pitney Bowes will make every reasonable effort to deliver the Lockers to the carrier as soon as possible but cannot guarantee a specific Delivery Date. Pitney Bowes shall not be liable for delays or for failure to manufacture and/or deliver due to causes beyond its reasonable control.

b. Title; Risk of Loss. Title to the Lockers (excluding any license for Software embodied within the Lockers) shall pass to Customer from the date of shipment by PBI.

c. Binding Order. The Order shall become binding upon Customer on, as applicable, (i) the Shipment Date or (ii) with respect to any Lockers paid for in more than one installment payment, the date on which Pitney Bowes receives the first installment payment. To the extent Customer has paid a deposit in respect of the Order, such deposit shall become non-refundable once the Order is binding upon Customer.

**5. Term.** This Agreement shall begin upon the Effective Date and shall terminate upon the expiration of Maintenance Services. Neither the expiration nor termination of this Agreement shall affect the parties' respective rights and obligations hereunder.

**6. Payment.**

a. Lockers and Support Services. Customer will pay the fees specified in the Order within thirty (30) days of the date of Pitney Bowes' invoice.

b. Maintenance Service Fees. Customer shall pay the fees in respect of the Initial Service Term or any Renewal Service Term (at Pitney Bowes' then-current rates) within thirty (30) days of the date of Pitney Bowes' invoice. Notwithstanding anything to the contrary contained herein, Pitney Bowes shall in no event be obligated to provide any Maintenance Services before receiving full payment on the applicable invoice.

c. Taxes. The fees do not include, and Customer is responsible for paying, all charges and taxes which may be imposed or levied upon the sale, purchase, rental, operation, value, possession or use of the Lockers, Rental Equipment or Services, excluding taxes on or measured by Pitney Bowes' net income. Without limiting the generality of the foregoing, Customer agrees to pay Pitney Bowes for all charges and taxes (other than taxes on or measured by net income), calculated as set forth below, related to this Agreement or based on or measured by the transaction contemplated hereby, payments under this Agreement, the Lockers or Lockers location, the Rental Equipment or Rental Equipment location or the Services, including but not limited to sales/use and property type taxes. Pitney Bowes will determine the value of the Lockers and the value of the Rental Equipment and the amount of such taxes to be charged to Customer. Such determinations will reflect a reasonable value of the Lockers or of the Rental Equipment or the actual taxes and depreciation thereon. The taxes and depreciation to be charged on the Lockers and the Rental Equipment may reflect certain average tax rates, different depreciation schedules or some other calculation. Customer agrees to pay a processing, billing and tracking fee and administrative charge to be determined by Pitney Bowes which may not bear a relationship to the tax charged or Services performed.

d. Late Fees. If any payment due under this Agreement is not paid in full on or before its due date, Customer will be assessed a late payment fee on the outstanding balance in an amount equal to the lesser of 1.5% per month and the maximum rate allowed by law until paid in full. For each dishonored or returned payment, Customer shall be required to pay Pitney Bowes the applicable return payment fee. To the extent Pitney Bowes is required to enforce its rights under this Agreement, it may recover all expenses arising therefrom, including reasonable attorneys' fees and interest to the maximum extent permitted by law.

e. Suspension of Services. Pitney Bowes reserves the right to suspend any Services during any period in which Customer's account under the Order is more than thirty (30) days past due.

**7. Warranties.**

a. Customer Warranties. Customer represents and warrants that (i) it is financially solvent and is able to pay for the Lockers and Services contemplated by this Agreement and (ii) it is using the Lockers for business and commercial purposes and not for personal, family or household use.

b. Pitney Bowes' Warranties.

i. PB Lockers Warranty. Pitney Bowes warrants that the Lockers purchased hereunder will be free from defects in material and workmanship and will perform according to equipment user guide for a period of ninety (90) days from the date of installation

ii. PBI warrants that maintenance provided will be performed in a professional and workmanlike manner.

iii. As your sole remedy in the event of a warranty claim, we will either repair or replace the Lockers or, in the case of defective maintenance, reperform the maintenance

iv. There is no warranty for Lockers requiring repair or replacement because of your negligence, usage which exceeds PBI's recommendations, damage in transit, virus contamination or loss of data, misuse, external forces, loss or fluctuation of power, fire, flood, or other natural causes, or service by anyone other than PBI.

**8. DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PITNEY BOWES MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE LOCKERS OR SERVICES FURNISHED HEREUNDER.

**9. THIRD PARTY SOFTWARE.** PITNEY BOWES MAKES NO REPRESENTATION OR WARRANTY AS TO ANY THIRD-PARTY SOFTWARE. PITNEY BOWES AGREES TO PASS THROUGH TO CUSTOMER ALL THIRD PARTY SOFTWARE WARRANTIES TO THE EXTENT SUCH WARRANTIES ARE TRANSFERABLE.

**10. LIMITATION OF LIABILITY.**

a. PITNEY BOWES' TOTAL LIABILITY TO ANY PARTY RELATING TO THIS AGREEMENT AND THE ORDER, WHETHER BASED ON CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, MISREPRESENTATION OR OTHER LEGAL OR EQUITABLE GROUNDS, SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER TO PITNEY BOWES UNDER THE ORDER IN THE 12 MONTHS PRECEDING THE EVENT THAT GIVES RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, PITNEY BOWES SHALL NOT BE LIABLE FOR ANY DAMAGES CUSTOMER MAY INCUR BY REASON OF ITS MISUSE OR NEGLIGENT USE OF THE LOCKERS, OR ITS NEGLIGENT ACTS OR OMISSIONS.

b. IN NO EVENT SHALL PITNEY BOWES BE LIABLE TO ANY PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER AND HOWEVER CAUSED, OR FOR ANY LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, OR FOR LOST DATA OR DOWNTIME, EVEN IF PITNEY BOWES KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

**11. Security Interest.** This Agreement constitutes a security agreement to secure Pitney Bowes' rights, and Customer's performance of its obligations under this Agreement. Pitney Bowes retains, and Customer hereby grants Pitney Bowes, a purchase money security interest in the Lockers and in any and all replacements and substitutions for the Lockers and in any proceeds of each of the foregoing. Customer authorizes Pitney Bowes to file with the appropriate filing authority a copy of this Agreement and/or a financing statement and amendments and continuations thereof, together with such other documents as Pitney Bowes determines are needed to perfect, and maintain perfection of, its security interest in the Lockers.

**12. Environmental Conditions & Handling of Lockers.** Customer shall be responsible for supplying electrical power supply and Internet connectivity in accordance with Pitney Bowes specifications designed to allow, among other things: 1) credit card/debit card transactions, 2) software updates to the Lockers, including, without limitation: a) bug fixes, b) new features or c) rate changes, and 3) remote monitoring of the Lockers for, among other things, maximizing uptime. Customer must handle each Lockers with reasonable and proper care and ensure that it is run employing no unauthorized attachments, or other devices, using only supplies that meet Pitney Bowes specifications and protecting it against physical damage or mistreatment. Failure to take proper care of the Lockers in accordance with Pitney Bowes specifications may result in termination of any maintenance agreements or additional maintenance charges. If repair or replacement is needed, Customer must notify its local Pitney Bowes representative promptly.

**13. Software License.** Software provided hereunder (including without limitation software that may be embedded in the Lockers) (the "Software") is provided under this limited use software license. Customer acknowledges and agrees that with respect to the Software: i) Customer may use the Software solely in connection with the Lockers; ii) Customer is prohibited from transferring or distributing the Software, as well as using the Software for any

service bureau activities or on any local or wide area network LAN; iii) Customer is prohibited from reverse assembly, reverse compilation and other translation of the Software or any portion thereof (to the extent not otherwise forbidden by law without the possibility of waiver); iv) the Software, including all parts thereof, provided under this Agreement are copyrighted and licensed (not sold), and that Pitney Bowes does not transfer title to the Software or any parts thereof to Customer; v) the Software, including all parts thereof, may contain or be derived from portions of materials provided by a third party under separate license, and that such third parties disclaim all warranties, express or implied, with respect to the use of such materials including, without limitation, the implied warranties of merchantability and fitness for a particular purpose; and vi) the limitation of liabilities section also applies to any third-party supplier of materials supplied to Customer; that such limitations of liabilities applicable to Pitney Bowes and Pitney Bowes' third-party suppliers are not cumulative, and that such third party suppliers are intended beneficiaries of such section. Various third party software and other documentation ("Third Party Content") may have been incorporated into the Lockers by Pitney Bowes under permission from Pitney Bowes licensors and suppliers. Special terms and conditions applicable to the Third Party Content are included in Third Party Software License Provisions Schedule to this Agreement, and Customer agrees to be bound by and to comply with such terms and conditions. Any terms and conditions in such schedule that are inconsistent with, or in addition to, the terms and conditions of the rest of this Agreement shall control with respect to the Third Party Content.

**14. Confidentiality.** "Confidential Information" means information of a party hereto which is furnished to the other. The terms of this Agreement are considered Confidential Information. All Confidential Information shall be maintained in confidence and remain the sole property of the disclosing party and shall be protected by the receiving party in the same manner and with the same degree of care (but in no event less than a reasonable degree of care) as that party uses in protecting its own information of a confidential nature. Each party agrees that it shall not disclose, use, modify, copy, reproduce or otherwise divulge such Confidential Information other than to fulfill its obligations under this Agreement. Confidential Information does not include information (a) already lawfully known to or independently developed by the receiving party without use of or access to the other party's Confidential Information, (b) disclosed in published materials that are made generally available, (c) generally known to the public without a violation of this Agreement, or (d) lawfully obtained from any third party without an obligation to keep such information confidential. Neither party shall disclose to third parties, other than its agents and representatives on a need-to-know basis, Confidential Information without the prior written consent of the other party, except the receiving party may disclose such information to the extent required by law or regulation so long as the receiving party gives the disclosing party advance written notice of the pending disclosure and the chance to limit the disclosure or obtain a protective order. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession.

**15. Force Majeure.** Pitney Bowes shall not be held responsible or incur any liability for any delay or failure in performance of any part of this Agreement to the extent such delay or failure results from causes beyond its control, including, but not limited to, fire, flood, explosion, act of terrorism, war, labor dispute,

embargo, civil or military authority, natural disaster, judicial or governmental action or requirement, act of God or other similar type situations.

**16. Assignment.** Customer may not assign this Agreement or any of the rights or obligations under this Agreement without the prior written consent of Pitney Bowes and any such attempted assignment shall be void.

**17. Export Laws.** Customer agrees: (i) to comply with all applicable U.S export control laws and regulations; (ii) that all products and technologies received hereunder shall only be exported, re-exported or transferred, directly or indirectly, in accordance with these laws and regulations; (iii) that it will not export, re-export, or transfer, directly or indirectly, any products and technologies received hereunder to any destination or to any person if this would be prohibited, in whole or in part, by any U.S. law or regulation or would otherwise be prohibited by any U.S. Government entity or agency; and (iv) to immediately notify Pitney Bowes in writing if it or one of its affiliates is or becomes listed in any Denied Parties List or if its export privileges or the export privileges of any of its affiliates are otherwise denied, suspended or revoked, in whole or in part by any U.S. Government entity or agency.

**18. Entire Agreement.** This Agreement (including the Order and all exhibits attached hereto) constitutes the sole and complete agreement between the parties with regard to its subject matter, and may not be modified or amended except by a writing signed by both parties. In the event of inconsistency between the terms of this Agreement, the Order or any exhibit, the following shall be the order of precedence: (i) the Order, (ii) the exhibit and (iii) this Agreement. Pitney Bowes shall not be subject to any terms and conditions contained in Customer's purchase order, acknowledgement, or other form and any such provisions shall be deemed rejected.

**19. Miscellaneous.** This Agreement shall be governed by, construed and interpreted in accordance with, the laws of the State of Connecticut without regard to principles of conflicts of law. Customer shall identify, assign and maintain an on-site Key Operator and shall give prompt notice to Pitney Bowes of any change in the identity of the Key Operator. The Key Operator shall be Pitney Bowes' primary contact at the site for information concerning the Lockers.

**20. Waiver; Severability.** No waiver of any breach of any provision of this Agreement by either party or the failure of either party to insist on the exact performance of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver shall be effective unless made in writing. If any of the provisions of this Agreement shall be or become invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the remaining provisions of this Agreement. Instead, this entire Agreement shall be construed as though not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

**21. Counterparts.** This Agreement may be executed in counterparts, each of which as so executed will be deemed to be an original and such counterparts together constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives on the dates indicated below-to be effective as of the Effective Date. EACH OF THE INDIVIDUALS SIGNING THIS AGREEMENT AND/OR THE ORDER PERSONALLY REPRESENTS AND WARRANTS THAT THE PARTY FOR WHOM HE OR SHE IS ACTING HAS DULY AUTHORIZED THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT.

**Pitney Bowes Inc.**

**[Customer]**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

### Equipment Maintenance Service Level Agreement

This Exhibit sets forth the Equipment Maintenance Service Level Agreement ("SLA") that Pitney Bowes Inc. offers on Covered Equipment (as defined herein).

S1.1 **General.** We will, at our option, provide repair or replacement services for the equipment you select on the Order ("Covered Equipment") during the Initial Service Term or any Renewal Service Term (the "Maintenance Service Term").

S1.2 **Obtaining Service.**

(a) To obtain service, please call our toll-free response center (the "Customer CareCenter") at 1-855-213-0681 during Normal Working Hours;

S1.3 **Locker Maintenance Service.** Repair service may include the use of new, reconditioned or remanufactured parts and assemblies. If we deem it necessary, we will dispatch a service technician to arrive at Your location for on-site service. You will not incur hourly charges unless service is performed outside Pitney Bowes' Normal Working Hours, which will be done only with Your consent. We may, in our sole discretion, service the Lockers by replacing them with new or equivalent to new Lockers that have the same performance capabilities as the Lockers or with Lockers that have greater performance capabilities and similar quality as Your leased Lockers. In the event that we elect to service the Lockers by replacement, You must pack the defective Lockers in the shipping carton that contained the replacement Lockers, place the pre-paid return address label on the carton, and return it to Pitney Bowes within five (5) days of receiving the replacement Lockers, and You will be responsible for the returned Lockers until we receive the same. You are also responsible for cleaning the external area and area immediately adjacent to the Lockers. Lubricants and other materials needed to service the Lockers (except consumable supplies) will be provided without additional charge.

## S2 ADDITIONAL MAINTENANCE TERMS

S2.1

- (a) **Billing.** You will be billed annually and in advance for Maintenance Service.
- (b) **Limitations.** Maintenance Service does not include:
  - (1) services and repairs that are made necessary due to:
    - (a) negligence or accident, casualty, damage in transit, virus contamination and loss of data;
    - (b) use of Covered Equipment in a manner not authorized by this SLA or the Lockers customer user guide;
    - (c) external forces;

- (d) use of Covered Equipment in an environment with unsuitable humidity and/or line voltage;
- (e) loss of electrical power, power fluctuation, loss of connectivity, operator error, casualty (such as fire, flood, or other natural causes); sabotage, repair or attempted repair by anyone other than us;
- (f) the use of supplies not meeting our specifications;
- (g) failure to use applicable software updates; or
- (h) use of Covered Equipment with any system for which we have advised we will no longer provide support or have advised is no longer compatible.

- (c) **Fees for Services Not Covered by this SLA.** If our service technician provides service for repairs made necessary due to one of the causes listed in Section 2. 1(a)(ii), you will be charged for the service at our current hourly rates and for any required parts.

**S3. Software Maintenance.** The Maintenance Service Term includes Software maintenance in the lease payments, Pitney Bowes will provide You, at no additional cost beyond the amount thereof included in the applicable rental fee, with updated versions (i.e., fixes and minor enhancements and changes in service provided by carriers), of any software programs included in the relevant Lockers and licensed to You by Pitney Bowes. Pitney Bowes may alter or change the services provided under this paragraph, or terminate such services, at its discretion. If You terminate any software license agreement associated with Lockers included in a Lockers Schedule to which this Service Agreement is subject or, if You breach any such software license associated with Lockers included in a Lockers Schedule to which this Service Agreement is subject and fail to cure said breach within 30 days of receiving notice thereof, Pitney Bowes shall terminate its performance and disable the Lockers.

**S4. Waiver of Rights.** IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER AND HOWEVER CAUSED, OR FOR ANY LOST PROFITS, SAVINGS, OR REVENUES OF ANY KIND, OR FOR LOST DATA OR DOWNTIME, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

## **EXHIBIT B**

### Third Party Software License Provisions Schedule

1.1 Grant of License Rights. The Lockers has embedded or bundled within it certain Software, which may include Third Party Content, and related technology and documentation owned by third parties. .At all times subject to the terms and conditions of this Agreement and the PBI Agreement and the payment of the applicable license fees, Pitney Bowes grants to Customer, in connection with the Lockers only, the non-exclusive, non-transferable, non-assignable license rights to use and operate the Software. The term "use" shall mean the right to perform all functions associated with the operation of Software in a processing system, and all such uses shall be in conjunction with the Lockers only.

1.2 Restrictions and Conditions. If Customer has purchased a license for the Software and Third Party Content, Customer shall only permit those employees, consultants or agents of Customer who shall be bound to the confidentiality defined in this Agreement and are bound to duties of non-disclosure and restrictions on use of confidential information (each, an "Authorized Recipient") to exercise the license rights granted to Customer and shall be responsible for the acts and omissions of each such Authorized Recipient. Customer shall not have any right to make (and is hereby expressly prohibited from undertaking) the establishment, authorization or appointment of any third party to act as a sub-dealer, sub-distributor, sub-reseller, sub-agent or sublicensor of Customer hereunder or to otherwise enter into any type of relationship or confer any right whereby a third party acts for or on behalf of Customer in the exercise of Customer's license rights hereunder. Customer shall not modify, translate, reverse engineer, disassemble, decompile or create derivative works based on the Software, and shall not reproduce, except as otherwise permitted herein, the Software. All applicable rights to any intellectual property in the Software or any modifications or derivative works are and shall remain in Pitney Bowes or, in the case of Software consisting of Third Party Content, the third party.. Customer shall not obscure or conceal, and shall at all times use and display, all proprietary and intellectual property rights notices of the owner(s) of such intellectual property as they appear on or in any materials provided to Customer.

1.3 Proprietary Information. Customer agrees that the Software may contain proprietary information, including trade secrets, know-how and confidential information, that is the exclusive property of the owner(s) of such intellectual property rights. Customer and its employees and agents shall maintain such proprietary information in the strictest of confidence and shall not distribute, disclose or otherwise make available such proprietary information, including, but not limited to, any flow charts, logic diagrams, user manuals and screens, to any third party nor use such proprietary information except as authorized by this Agreement. Such restrictions and obligations shall not apply to any information that is or becomes generally available to the public through no fault of Customer.