

SendSuite® Tracking Online Subscription Agreement
(9/15)

IMPORTANT: DO NOT USE THIS SERVICE UNTIL YOU HAVE READ AND AGREED TO THIS LICENSE AGREEMENT. This is an agreement between you ("You" or "Client") and Pitney Bowes Inc. ("PBI"). If you are located in a geography outside the United States, PBI will mean the affiliate or subsidiary of PBI operating in your geography. By clicking next to "I ACCEPT" prior to accessing the Service or by executing an Order, you are agreeing to the terms of this SendSuite Tracking Online Subscription Agreement (the "Agreement"). IF YOU ARE NOT WILLING TO BE BOUND BY THE AGREEMENT, click next to "I DO NOT ACCEPT" and terminate your access to the Service. The terms of this Agreement will only apply to the extent You and PBI have not executed a separate agreement for the same Service.

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

"Allotment" means the number of Transactions, Users, or Sites You have purchased for use during a given Term;

"Available Hours of Operation" will be twenty-four (24) hours per day, seven (7) days per week, except for Scheduled Downtime as defined in Section 9, below;

"Client Data" means any data, such as contact lists (including personally identifiable data such as phone numbers, email addresses, physical addresses, etc.), package tracking data and reports, or other material submitted by a User to the Service or provided by You to PBI for the performance of the Service;

"Documentation" means the current technical and user documentation for the Service provided via the "Help" file within the Service;

"Order" means the document pursuant to which You acquire a license to access the Service;

"Service" means the SendSuite Tracking Online subscription service offered by PBI as a hosted, on demand application;

"Transaction" means each completed and/or recorded record of a parcel's receipt and/or delivery;

"Term" means the term of the Agreement or the Order, as applicable, set out in Section 3, below; and

"User" means an individual authorized by Client to use the Service in accordance with the Agreement.

2. Grant of Rights. PBI hereby grants Client a non-exclusive, non-transferable license to access and use the Service for its internal business purposes in accordance with the terms of this Agreement. PBI reserves all rights to the Service not expressly granted by this Agreement.

3. Term; Termination.

a) This Agreement is effective as of the Effective Date set forth in the Order and will remain in effect for an initial Term of twelve (12) months (the "Initial Term"). Thereafter, this Agreement will continue in effect until all Orders have expired or

been terminated unless otherwise terminated by a party hereunder.

b) Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in the Order. Upon expiration of the Initial Term, each Order will automatically renew on a month to month basis (the "Monthly Term") unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the current Monthly Term, (the Initial Term and Monthly Term, as applicable, referred to as the "Term").

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

d) Upon termination of this Agreement or expiration or termination of an Order for any reason, Client will immediately cease use of the Service and PBI and Client will promptly return all Confidential Information of the other party. Termination of this Agreement or an Order does not affect Client's obligation to pay any amounts due to PBI.

e) Sections 4 (Fees, Payment Terms), 6 (Confidentiality), 7 (Proprietary Rights; Suggestions), 8 (Non-infringement; Indemnification), 11 (Warranties; Disclaimers), 12 (Limitation of Liability), 16 (Applicable Law), and 17 (Audit Rights) will survive termination of this Agreement indefinitely or to the extent set out therein.

4. Fees; Payment Terms.

a) Client will pay to PBI, or PBI's authorized designee or agent, the fees set out in each Order for the Allotment set forth therein for the Initial Term. Client will be billed monthly or quarterly in advance as set forth in the Order for the Allotment for the next billing period. PB reserves the right to bill for monthly overages. Client will pay a late charge of one and a half percent (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 the Order, all fees are stated in and will be paid in United States currency. If Client fails to pay any invoices by the due date, PBI may suspend performance of the Services upon five (5) days written notice to Client. Except as otherwise provided in the Order, PBI may change the monthly or other usage fees upon thirty (30) days notice to Client. Any increase in fees will not be effective until the commencement of the

subsequent Term. This paragraph shall only apply to the extent it does not conflict with the payment terms governing the State's Master Contract with Pitney Bowes. Except to the extent the Client permits more than the number of users authorized by PBI, in which case additional license fees would apply, any fees obtained from this section shall be collected from fees already agreed upon unless an additional service is specifically requested by the PBI.

b) **Method of Payment.** Client may elect to pay the fees due by credit card or an existing Purchase Power® account established with The Pitney Bowes Bank Inc. Please refer to your current Purchase Power terms and conditions for more information. Alternative payment methods must be agreed upon in writing by PBI.

c) The fees do not include any amount for taxes. Client will pay all federal, state and local sales, use, property, excise, privilege, ad valorem, Internet-related, and other taxes imposed on or with respect to this Agreement or an Order for the Services provided hereunder. If any sales, use, excise or other taxes (except for taxes based on PBI's net income) are assessed against or required to be collected in connection with this Agreement or an Order, PBI will itemize such taxes on invoices issued in connection with the Order.

d) Allotments purchased may be used at any time during the Initial Term of the Order. Unused Transactions may not be carried over into subsequent Monthly Terms.

5. Client Responsibilities.

a) Except as otherwise provided in an Order, You will use the Service solely for your internal business purposes and will not use the Service on behalf of or make the Service available to any third party. All Client Data submitted to the Service must be submitted in PBI's submission format in accordance with the Documentation or any other format agreed to by the parties. Client is required to set up and configure the Service prior to its use. You agree that you shall only use the Services in a way that is contemplated by this Subscription, and shall not use the Services in a way that would invalidate the warranties hereunder.

b) You will comply with applicable laws governing use of the Services, including, without limitation, any data protection or privacy laws or laws applicable to shipping packages or import/export requirements. You will be solely responsible for the content of all Client Data submitted to the Service and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Client Data.

c) Restrictions. You are not permitted to use the Service: (i) in the promotion or commitment of any illegal activities; (ii) to send or store infringing, obscene, threatening or unlawful or tortious material, or (iii) to disrupt other users of the Service, network services or network equipment. Disruptions include, but are not limited to, denial of service attempts, distribution of unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Service to make unauthorized entry to any other device accessible via the network or Service.

In addition, You will not reverse engineer, decompile or disassemble the Service. The occurrence of any of the foregoing will be deemed a material breach and PBI may immediately terminate this Agreement upon notice to You.

d) You hereby represent that You have obtained 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.

6. Confidentiality.

a) "Confidential Information" means all confidential and proprietary information of either party ("Disclosing Party"), including but not limited to, each party's and its affiliates: (i) customer and prospect lists, names or addresses, existing agreements with Disclosing Party and business partners; (ii) pricing proposals, financial and other business information, data processes and plans; (iii) research and development information, analytical methods and procedures, hardware design, technology (including the Service), financial information, personnel data, Client Data; (iv) information concerning the customers and potential customers of either party; (v) business practices, know-how, marketing or business plans; (vi) this Agreement, Orders, Documentation, and training materials; and (vii) any other information identified in writing as confidential or information that the receiving party knew or reasonably should have known was confidential, in each case that is disclosed to the other party ("Receiving Party") or to which the Receiving Party gains access in connection with this Agreement.

b) The Receiving Party agrees: (i) to hold the Disclosing Party's Confidential Information in strict confidence, and apply at least the standard of care used by the Receiving Party in protecting its own Confidential Information, but not less than a reasonable standard of care, and not to disclose such Confidential Information to any third party; and (ii) without the written permission of the Disclosing Party, not to use any Confidential Information of the Disclosing Party except as reasonably required to exercise its rights or perform its obligations under this Agreement. Each party agrees to cause its employees, subcontractors, agents, affiliates, and Users who require access to such information to abide by such obligations.

c) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this Agreement; or (ii) was in Receiving Party's lawful possession before receipt from the Disclosing Party; or (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of Receiving Party without use of any Confidential information. In addition, PBI may use aggregated shipping transaction information for system analysis and research, customer segmentation and/or improvement or development in the manner or method in which PBI conducts business with its customers.

d) If Receiving Party is compelled to disclose the Confidential Information by a governmental agency or a court of law having proper jurisdiction, Receiving Party will give Disclosing Party reasonable notice to enable such party to try to protect the confidentiality of the Confidential Information. Upon written request of Disclosing Party, Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and, certify its destruction in writing, provided, however, that Receiving Party may retain one (1) copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this Section 6.

e) Disclosing Party may be irreparably damaged if the obligations under this Section 6 are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of Receiving Party's obligations under this Section 6 or any other appropriate equitable order or decree.

7. Proprietary Rights; Suggestions. Client will retain all right, title and interest in and to all Client Data. Client grants PBI a royalty-free, worldwide, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Client relating to the operation of the Service, and any anonymized or aggregated data that does not identify Client or any User relating to use of the Service.

8. Non-infringement; Indemnification.

a) PBI will indemnify, defend and hold Client harmless from any claim by a third party that the Service provided by PBI hereunder, when used in accordance with this Agreement and the Documentation, infringes or misappropriates any copyright, patent, trademark or trade secret of such third party. PBI will have control of the defense and will defend, at its own expense, any claim or litigation to which this indemnity relates, including the right to settle any such claim. Client must notify PBI promptly of any such claim and will provide reasonable cooperation to PBI, upon PBI's request and at PBI's cost, to defend such claim. PBI will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

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

c) PBI will not indemnify Client or be liable for claims arising from the use of the Service with data, hardware or software not provided by PBI or Client's use of the Service other than as permitted in this Agreement and the Documentation.

~~d)~~ ~~(d)~~ You agree that PBI shall not be responsible for, and shall not indemnify, defend or and hold You harmless from any claims or suits (including reasonable attorney's fees) against You by a third party based on: (a) any event that would cause the warranty in this Agreement to be inapplicable (whether during or after the Warranty Period); or (b) the breach by You of any of Your responsibilities set forth in Section 5 of this Agreement.

~~(e)~~ Pursuant to Article 4 Section 100 of the Mississippi State Constitution, the State neither indemnifies nor waives any potential right of recovery.

9. PBI Responsibilities; Support.

a) PBI will use best efforts to make the Services available during the Available Hours of Operation in accordance with this section. Support for the Service will be available in accordance with the Support Terms located at <http://www.pitneybowes.com/us/license-terms-of-use/shipping-and-mailing-maintenance-services-terms.html>.

b) The Service may be inaccessible or inoperable during certain periods to permit PBI to perform routine maintenance support services ("Scheduled Downtime"). Scheduled Downtime will be scheduled outside normal business hours, such as nights and weekends. PBI will 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.

10. Services. Consulting and other professional services such as integration, customized training, etc. will be performed by PBI under the terms of a separate services agreement agreed to by the parties.

11. Warranties; Disclaimers.

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

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

USAGE IN TRADE. PBI WILL NOT BE LIABLE FOR: (i) ANY LOSS OF CLIENT DATA; OR (ii) LOSS OR DAMAGE IN CONNECTION WITH OR ARISING OUT OF THE INTERRUPTION OR LOSS OF USE OF THE SERVICE. Some states, including Mississippi, do not allow the disclaimer of implied warranties. Therefore, the above disclaimer may not apply to You.

c) THE SERVICE MAY CONTAIN A DISABLING DEVICE OR DEVICE REQUIRING ENABLEMENT: (i) TO COMPLY WITH REQUIREMENTS OF REGULATORY AUTHORITIES; (ii) TO PREVENT USE OF THE SERVICE BEYOND THE TERM OF AN ORDER; AND/OR (iii) TO PREVENT USE OF THE SERVICE IN EXCESS OF THE ALLOTMENT SET OUT IN AN ORDER.

12. Limitation of Liability.

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

B) MAXIMUM LIABILITY. IN ANY EVENT, PBI AND ITS THIRD PARTY SUPPLIER'S MAXIMUM LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY ORDER (IN TORT, CONTRACT OR OTHERWISE) WILL NOT EXCEED THE AMOUNT OF FEES PAID TO UNDER THE APPLICABLE ORDER DURING THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM.

C) EXCLUSIONS. THE FOREGOING DISCLAIMER SET FORTH IN SECTION 12(A) AND MAXIMUM LIABILITY SET FORTH IN SECTION 12(B) DO NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8.

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

14. Assignment. Client will not assign any of its rights or obligations under this Agreement without the prior written consent of PBI, which consent will not be unreasonably withheld, delayed or denied.

15. Publicity. Neither party will use the name of the other party in any press release or other marketing collateral without the written consent and prior approval of the other party; provided, however, PBI may include Client's name in any client list.

16. Applicable Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Mississippi without regard to its conflict of laws principals. In the

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

17. Audit Rights. PBI will have the right, upon five (5) business days' notice to Client, one (1) time per each twelve (12) month period and at PBI's sole cost and expense during regular business hours, to audit Client's records to determine compliance by Client with the terms of this Agreement. Client will provide all reasonable assistance to PBI during such audit.

18. General.

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

b) Any notice alleging a breach of this Agreement will be in writing and will be sent by overnight courier or delivered in person to the Client's address set forth in the Order, and to PBI at 3001 Summer St., Stamford, CT, 06926, Attn: Deputy General Counsel, Software, with a copy at such address to Pitney Bowes Software Chief Operations Officer. Any other notice required to be provided by PBI under this Agreement may be sent by United States mail or e-mail to the individual designated by Client in the applicable Order.

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

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

19. Entire Agreement. This Agreement (including each Order) and all appendices, exhibits, schedules and attachments thereto constitutes the entire agreement between the parties with regard to the subject matter, may not be modified or amended except by a writing signed by both parties hereto except as otherwise indicated herein, and supersedes all proposals, purchase orders, understandings, representations, prior agreements or communications relevant to Client's use of the Service. This Agreement also supersedes any preprinted terms contained on a purchase order or similar document issued by Client and any such terms will have no force or effect. Client has not been induced to enter into this Agreement by any representations or promises not specifically stated herein.