

RELAY™ COMMUNICATIONS HUB TERMS

These terms are entered into as of the date you sign the Order Form (as defined below) (the “**Effective Date**”), by and between Pitney Bowes Inc., through its Mailing, North America division (“**PB**” or “**we**” or “**us**” or “**our**”), with a place of business at 3001 Summer Street, Stamford, Connecticut 06926, and the entity identified on the Order Form (“**Client**” or “**you**” or “**your**”).

1. **Scope.** During the Term (as defined below), we may enter into one or more Statements of Work (“**SOW**”) with you under which we (or one of our affiliates or vendors) will provide one or more of the Relay™ Communications Hub services (the “**Services**”) to you as identified in the Relay Communications Hub Services Agreement that you signed (the “**Order Form**”). The Order Form and the terms herein (including the Performance Pack Addendum attached hereto, if applicable) are referred to collectively as the or this “**Agreement**.” Each SOW will become effective when signed by both parties. In the event of a conflict between this Agreement and a SOW, this Agreement will control.

2. **Grant of Rights.** We hereby grant a non-exclusive, non-transferable license to you to access and use the Services during the Term (as defined below), subject to the terms of this Agreement and the SOW(s).

3. **Client Obligations.**

a. You will use the Services solely for internal business purposes and will not use the Services on behalf of, or make the Services available to, any third party.

b. You will not use the Services to send or store infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the Services, 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 Services to make unauthorized entry to any other device accessible via the network or Services. In addition, with respect to the software contained in the Services, you will not: (i) reverse engineer, decompile or disassemble any PB software; (ii) make derivative works or copies of any PB software; (iii) sublicense, rent, lease, lend or host any PB software to or for other parties; (iv) separate the components of any PB software, or install and use such components separately and independently of the software they comprise; (v) use any PB software to modify or reproduce a third party’s materials unless you have the legal right to do so; (vi) attempt to unlock or bypass any initialization system, encryption methods or copy protection device incorporated into any PB software or the Services; or (vii) alter, remove or obscure any patent, copyright or trademark notice contained in any PB software or the Services. The occurrence of any of the foregoing will be deemed a material breach and PB may immediately terminate this Agreement upon notice to you.

c. You agree to provide sufficient data and information to be incorporated into the statements, including the names and addresses of the intended recipients of such statements, in an agreed upon format as set forth in the SOW or any Services documentation (“**Data Files**”). Major file layout changes may require an amendment to this Agreement or the related SOW. We reserve the right to bill you at our then prevailing rate for any modifications to the original data file layout or other account maintenance performed by us after we receive your first live file data transmission. We will provide written quotation of any such modification fees. Variance from the agreed upon format may require manual intervention and lead to processing delays.

d. You are responsible for compliance with all USPS regulations, including, without limitation, the Move Update requirements. You represent and warrant that you are in compliance with the foregoing obligations. In the event that you fail to comply with such obligations, including but not limited to failure to use an appropriate endorsement and a Move Update compliant method to verify addresses, and such failure results in fines, penalties, additional payments, or increased postage rates (i.e., loss of pre-sort mail discounts) to us or our vendor, those amounts will be charged to you.

4. **Performance Standards; Warranty.** We will perform the Services in a skillful and workmanlike manner in accordance with the specifications set forth in the SOW. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF, OUR AFFILIATES AND OUR VENDORS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, COURSE OF PERFORMANCE OR USAGE IN TRADE.

5. **Prices and Payment Terms.**

a. You agree to pay the fees for the Services listed in this Agreement and the SOW(s). Such fees must be paid by the due date listed on any invoice you receive from us. All fees are exclusive of any applicable sales, use, excise, withholding or other taxes. All fees charged to you are subject to an increase equal to any taxes PB may be required to pay, other than tax due on the net income of PB.

b. If you selected the Performance Pack, in order to receive Services under a SOW and for the purpose of paying the fees for the Services, you must maintain a Purchase Power® Account (the “**Account**”) with The Pitney Bowes Bank, Inc. The terms and conditions governing the Account are set forth in a separate agreement titled the Pitney Bowes Purchase Power® Terms and Conditions. We reserve the right to suspend any Services during any period in which your Account is more than thirty (30) days past due.

c. We will provide you with an initial client acceptance document (“**CAD**”) for your review and acceptance. You will have no more than 15 business days to either sign and return the CAD to us, or reject it in writing. Upon the earlier of (i) the return of the CAD signed by you, or (ii) the end of the 15 business-day period during which time you have not notified us in writing of your rejection of the CAD, we may immediately commence billing you for the Services.

6. **Confidentiality; Intellectual Property; Ownership.**

a. In providing the Services, each party may have access to the other party’s confidential information, including your customers’ information. Each party agrees to hold this information in confidence and only use it in connection with the exercise of its rights and the performance of its obligations under this Agreement. Confidential information does not include information that: (i) is already public or becomes available to the public

through no breach of this Agreement; or (ii) was in the receiving party's 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 the receiving party without use of any of the disclosing party's confidential information. Each party will also keep confidential the terms and conditions of this Agreement and the SOW(s).

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. All rights in and to any intellectual property used or disclosed by us (or our affiliates or vendors, as applicable) to you, whether developed prior to, during or after the date of this Agreement, are and will remain the sole and exclusive property of us, our affiliates or vendors and our and their licensors, as applicable. You agree to maintain the confidentiality of this information and not use this information for any purpose not directly related to the provision of Services hereunder.

c. The Services contain proprietary and copyrighted property of PB and/or its third party suppliers, who reserve all rights not expressly granted to you herein. You hereby assign to PB all right, title, and interest (including all rights in copyright and resulting patents) in any data, feedback, suggestions, and written materials provided to PB related to your use of the Services. At PB's request, you will sign any documentation necessary to further effect PB's rights hereto.

7. **INDEMNIFICATION.**

a. PB will indemnify, defend and hold Client, its officers, directors and employees harmless from and against all losses, damages, and reasonable costs and expenses to the extent they arise out of a claim by a third party that the Services, when used in accordance with the terms of this Agreement and the SOW(s), infringe or misappropriate any copyright, trademark, trade secret or patent registered or valid within the country the Services are authorized to be accessed. PB 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 PB promptly of any such claim and will provide reasonable cooperation to PB, upon PB's request and at PB's cost, to defend such claim. PB 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 or which would otherwise damage or bring disrepute to the indemnified party or Client without, in any such case, the prior consent of Client and the indemnified party. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

b. If the Services are subject to a claim of infringement or misappropriation, or if PB reasonably believes that the Services may be subject to such a claim, PB reserves the right to: (i) offer non-infringing replacement Services, at no cost to Client, which replacement will be functionally equivalent to such Services; (ii) procure, at no cost to Client, the right to continue to use such Services; or (iii) direct Client to terminate use of such Services, at which time PB may terminate the SOW relating thereto and, if applicable, the Performance Pack Addendum. If PB directs Client to terminate use of such Services, 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 Services.

c. Client will be responsible for ensuring that it has the appropriate rights to (including the right to provide to us) all data, files, materials or other information that Client provides to us in connection with our provision of the Services, and Client agrees to indemnify, defend and hold PB, its officers, directors and employees harmless from and against all claims, costs, expenses, losses and liabilities resulting from a violation of the foregoing, including a third party claim that data, files, materials or other information provided by Client to PB infringe or misappropriate any copyright, trademark, trade secret or patent registered or valid within the country the Services are authorized to be accessed. Client will also indemnify, defend and hold PB, its officers, directors and employees harmless from and against all losses, damages and reasonable costs and expenses to the extent they arise out of a claim by a third party resulting from: (i) Client's use of the Services in a manner not permitted under this Agreement or the SOW(s); (ii) a violation of any law, rule or regulation regarding the protection of personal data or the use or access to the Services; or (iii) acts of gross negligence or willful misconduct by Client or any of its officers, directors or employees. Client 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. PB must notify Client promptly of any such claim and will provide reasonable cooperation to Client, upon Client's request and at Client's cost, to defend such claim. Client 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 or which would otherwise damage or bring disrepute to the indemnified party or PB without, in any such case, the prior consent of PB and the indemnified party. PB may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

8. **LIMITS ON LIABILITY.** OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR AFFILIATES OR VENDORS) IS LIMITED TO THE FEES (EXCLUDING POSTAGE OR MATERIALS COSTS) PAID BY YOU TO US (FOR THE APPLICABLE SERVICES INVOLVED) IN THE TWELVE (12) MONTHS BEFORE THE EVENT THAT GIVES RISE TO THE CLAIM. NEITHER PB NOR ITS AFFILIATES OR VENDORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT OR THE SOW(S).

9. **Term; Termination.**

a. This Agreement will become effective as of the Effective Date and will continue for the number of months set forth on the Order Form (the "**Initial Term**"), after which time this Agreement will automatically renew for successive one-year periods, unless terminated by either party upon forty-five (45) days' advance written notice to the other party, or otherwise terminated as permitted herein (such Initial Term and successive term(s) combined shall be referred to as the "**Term**"). If the CAD has not been completed and signed by you within one hundred twenty (120) days of the Effective Date, PB may also terminate this Agreement effective immediately.

b. Each SOW will be effective on the effective date set forth in the SOW and will remain in effect for the Term. Either party may terminate a SOW and the Performance Pack Addendum, if applicable, (i) if the other party breaches any material provision of this Agreement or the applicable SOW(s), and, in either case,



does not cure such breach within thirty (30) days after written notice thereof; and (ii) during any one-year renewal period with or without cause upon forty-five (45) days' advance written notice to the other party. PB may also terminate a SOW and the Performance Pack Addendum, if applicable, under Section 7(b)(iii). Termination of one SOW will not affect any other SOW.

c. Upon expiration of the Term, Client will immediately cease use of the Services, and each party will promptly return or destroy all confidential information of the other party.

10. **Service Availability.**

a. We will use best efforts to make the Services available during the Available Hours of Operation (as defined below) in accordance with the Service Availability Statement located at <http://www.pitneybowes.com/us/license-terms-of-use/service-availability-statement/relay.html>. Support for the Services will be available during the Available Hours of Support (as defined below). Support will consist of online technical assistance and telephone assistance. "**Available Hours of Operation**" means twenty-four (24) hours per day, seven (7) days per week exclusive of Scheduled Downtime, described in Section 10(b), and downtime arising from causes beyond the reasonable direct control of PB, such as the interruption or failure of telecommunications or digital transmission links, hostile network attacks or a force majeure event, as set out in Section 12(a). "**Available Hours of Support**" means Monday through Friday from 8:00 a.m. Eastern Time until 8:00 p.m. Eastern Time, excluding PB-observed U.S. holidays.

b. The Services may be inaccessible or inoperable during certain periods to permit us to perform maintenance support services ("**Scheduled Downtime**"). We will use reasonable commercial efforts to minimize any disruption, inaccessibility or inoperability of the Services in connection with the Scheduled Downtime or other disruption of the Services.

11. **Compliance with Laws.** Each party will comply with the provisions of all applicable federal, state and local laws, ordinances, statutes, rules and regulations. Client 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.

12. **Miscellaneous.**

a. **Force Majeure.** Except for a party's payment obligations, neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such party, including, without limitation, acts of God, governmental actions,

transportation problems, strikes, lockouts, riots, acts of war, acts of terrorism, delays or errors in the United States mail or changes of laws or regulations, epidemics, fire, interruption or failure of internet, general internet or communication line failures, telecommunications or digital transmission links, power surges or failures, earthquakes or other disasters.

b. **Entire Agreement.** This Agreement and the SOW(s) are the entire agreement and supersede all prior written or verbal agreements, proposals, understandings and discussions between the parties. Neither party will be subject to pre-printed or standard terms contained on any purchase order or other purchasing document, and PB specifically disclaims such terms. Neither this Agreement nor the SOW(s) can be modified unless agreed to by both parties in writing.

c. **Governing Law.** This Agreement and the SOW(s) will be governed and construed in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles.

d. **Assertion of Claims.** Any claim or cause of action arising out of or relating to this Agreement not presented by Client within 1 year from the discovery of the claim or cause of action shall be deemed waived. Client shall have the duty to mitigate damages for which we may become responsible under this Agreement.

e. **Assignment.** You may not assign this Agreement or the SOW(s), without our prior written consent, which consent shall not be unreasonably withheld. Any purported assignment is void. We may subcontract certain of our rights and/or responsibilities hereunder to third parties without your prior consent.

f. **Notices.** Notices under this Agreement will be sent via a nationally recognized overnight carrier to the address set forth on page 1 hereof, with respect to PB, or to the address set forth on the Order Form, with respect to Client, or to such other address as such party has specified most recently by written notice to the other party. Any notice will be deemed given as of the fifth day after the same has been mailed.

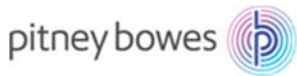
g. **Survival.** The respective rights and obligations of the parties under Sections 5 through 9 and 12 survive termination of this Agreement.



**PERFORMANCE PACK ADDENDUM
TO
RELAY™ COMMUNICATIONS HUB TERMS**

This Performance Pack Addendum (this "**Addendum**") sets forth the specific terms that will govern your use of the Services under the Performance Pack and is incorporated into the Relay™ Communications Hub Terms as of the date you sign an Order Form with the Performance Pack selected (the "**Addendum Effective Date**"). Capitalized terms which are not otherwise defined herein shall have the meanings ascribed to them in the Relay™ Communications Hub Terms.

1. **Our Obligations.** Pursuant to the terms of this Addendum and the Agreement, you agree to purchase and we hereby agree to provide the Performance Pack Services, as further described in the related SOW.
2. **Client Obligations.**
 - a. You agree to assist us (or our vendor) with implementing the Services, either by allowing access to your information system or by providing necessary data. Technical assistance during interface setup and custom programming development may be required.
 - b. You agree to give us at least 45 days' advance written notice for changes to, or discontinuation of, any custom preprinted material and agree to purchase or use any preprinted material in the event of format changes, expiration or termination of the Agreement or SOW. Preprinted material will not exceed a 3 month supply, based on average usage, and you will be contacted upon each reordering cycle to confirm preprinted format.
 - c. In addition to the fees listed on your Order Form and the SOW(s), you will pay us for the Performance Pack Services in accordance with the pricing outlined on Exhibit 1.
 - d. In the event that any document received from you and processed through the Performance Pack is not accurate solely as a result of our failure to perform the Performance Pack Services in accordance with the terms of this Addendum, and such failure results in damage to you, then our sole obligation and liability to you for such event shall be limited to re-printing and, if applicable, re-mailing the inaccurate document. Any claim under this Section must be asserted in writing within 15 days after the mailing of the inaccurate information on which such claim is based. You further agree that neither we nor our vendor shall be liable in any way for any inaccuracy which can be attributed to or demonstrated as resulting from errors or omissions or negligent, wrongful or other acts of Client, Client's affiliates or any of their respective employees, representatives or agents.
3. **Content.** PB reserves the right to refuse to print, mail or deliver any statement that, in its sole reasonable judgment, may constitute an invasion of privacy, be degrading, libelous, unlawful, obscene or an infringement on any trademark, trade name or copyright, or could otherwise damage or bring disrepute on PB or any other third party. We will notify Client if we determine to exercise our rights under this Section with respect to any statement, and Client will take prompt steps to remove any objectionable text or material specified by us from the statement and/or any future statements. If you do not remove such objectionable text or material, we will have no obligation to print, mail or deliver any such statement. Notwithstanding the foregoing, PB has no obligation to review the content of any statement.
4. **Modifications.** PB or its vendor may make modifications, enhancements or upgrades to the Performance Pack Services within its sole discretion.
5. **Testing.** We require periodic testing of your systems to ensure our ability to timely deliver the Services under the Performance Pack. The frequency for this testing will be detailed in the applicable SOW. If you fail to submit Data Files for testing at least twice per year, PB shall have no liability to meet the obligations set forth under Section 2(d) hereof.
6. **Term.** This Addendum shall be effective on the Addendum Effective Date and it shall continue until the end of the Term, unless terminated in accordance with Section 9 of the Agreement.



**EXHIBIT 1
Performance Pack Price Sheet**

Client will pay the additional fees outlined below for printed and mailed documents.

1. Print and Mail Service

- | | |
|--|------------------------------|
| (a) <u>First Page Processing Fees</u> | \$0.156 (one price option)* |
| Includes | |
| <ul style="list-style-type: none">• 8.5 x 11 color form with perforation• Inbound/outbound envelope• Processing, printing, inserting and mailing• Duplex variable printing• CASS Address Cleansing• USPS NCOA link processing | |
| (b) Per piece postage – USPS First Class domestic mail, up to 2 ounces | \$0.416* |
| (c) Continuation Pages (per duplex page) | \$0.05 (one price option) |
| (d) Inserts – static 8.5x11 page (per duplex page) – does not include archive | \$0.05 (one price option) |
| (e) Commercial overweight postage – applied when the weight of the mailing is greater than 2 oz., usually for mailings >7 pages. The additional ounces are billed at the rate charged to PB by its vendor. | Rate charged by PB's vendor* |
| (f) Additional processing and postage for mail pieces destined for Canada will be billed at the rate charged to PB by its vendor. | Rate charged by PB's vendor* |

* Quantities billed at ten pieces or less may be subject to rounding up or down to the nearest decimal place.

Notwithstanding anything else to the contrary, the prices set forth in this Exhibit will be automatically increased by the amount of any applicable single-piece rate or presort rate increases by the USPS from time to time, effective as of the date the USPS postage rate change is placed into effect. Any such increase will be reflected in our invoice to you, and your corresponding payment to us.

Notwithstanding anything else to the contrary, the prices set forth in this Exhibit may be increased by the amount of any cost increases we actually experience for paper supplies. Upon written request, we will make the relevant documentation related to these cost increases available to you.