

**MAILROOM EQUIPMENT, SUPPLIES &
MAINTENANCE**

Led by the State of Arizona

STATE OF NORTH CAROLINA PARTICIPATING ADDENDUM

MASTER AGREEMENT #: ADSPO16-169897, AS AMENDED (HEREIN "MASTER AGREEMENT")

Contractor or Vendor: **PITNEY BOWES INC.**

Participating Entity: **STATE OF NORTH CAROLINA**

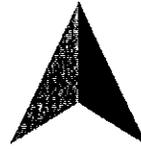
The following products or services are included in this contract portfolio:

- *All products, services, and accessories listed on the Contractor page of the NASPO ValuePoint website, excluding the following DMT categories:*
 - *Inserters, Production*
 - *Folders-Inserters, Production*
 - *Pre-sorting Equipment, Product*
 - *Items identified as DMT within Software License and Subscription Software Consulting Service*
 - *Design - Production Only*
 - *Installation-Assembly-Production*

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the NASPO ValuePoint Master Agreement for Mailroom Equipment, Supplies and Maintenance led and administered by the State of Arizona for use by state agencies and other entities located in the Participating State as authorized by that State's statutes and utilizing State contract(s) with the prior approval of the State's Chief Procurement Officer.
2. **Participation:** The NASPO ValuePoint Master Agreement referenced above may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized by an individual state's statutes to use state/entity contracts are subject to the approval of the respective State Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Officer. Non-governmental entities such as non-profit organizations are eligible to utilize this Participation Addendum with the use of Vendor's Commercial Leasing Program.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum (PA) are as follows (or their named successors):

PARTICIPATING ADDENDUM (PA)



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Contractor

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

Contractor – Government Sales Channel Director

Name	Russell Rodd
Address	3001 Summer Street
Telephone	860-680-3586
Fax	
<u>E-mail</u>	Russell.rodd@pb.com

Lead State

<u>Name</u>	Rocky Advani
<u>Address</u>	Arizona DOA-SPO, 100 N. 15 th Ave, Suite 201, Phoenix, AZ 85007
<u>Telephone</u>	602-542-0100
<u>Fax</u>	
<u>E-mail</u>	Rocky.Advani@azdoa.gov

Participating Entity

<u>Name:</u>	Grant F. Braley
<u>Address:</u>	1305 Mail Service Center, Raleigh NC 27699-1305
<u>Telephone:</u>	(919) 807-4519
<u>Fax:</u>	(919) 807-4510
<u>Email:</u>	grant.braley@doa.nc.gov



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4. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement and the Pitney-Bowes terms and conditions in Amendments and addenda to the Master Agreement terms.

**NORTH CAROLINA TERMS AND CONDITIONS
MANDATORY FOR PARTICIPATING ADDENDA**

Notwithstanding any other inconsistent terms in the Master Agreement as amended:

- a. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of the State of North Carolina or any of its sub-units in or as part of any commercial advertising or marketing of products or services.
- b. **GOVERNING LAWS:** Solely with respect to matters or disputes related to or arising from purchase orders issued hereunder by governmental entities within the State of North Carolina, this agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined. This is a cooperative purchasing agreement advantageous to the State under 01 NCAC 05B.1513 and has been determined, by the State, to be eligible for a Waiver of Competition under 01 NCAC 05B.1401. As to State purchases under the Agreement, it is subject to the provisions of Article 3 of Chapter 143 of the N.C. General Statutes and the rules in 01 NCAC Chapter 05.
- c. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and internal auditors of the Department may audit the records of the contractor during and after the term of the contract to verify accounts and data affecting fees and performance under this contract, as stated in G. S. §143-49(9).
- d. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor are dependent upon and subject to the annual availability of funds to the agency for the purpose set forth in this agreement. By issuing a Purchase Order, the purchasing entity represents that it has funds appropriated by the legislature and available to pay all payments until the end of its current fiscal period, and shall use its best efforts to obtain funds to pay all payments in

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each subsequent fiscal period through the end of your lease or maintenance term. If an appropriation request to the N.C. legislature for funds to pay the payments is denied or a recurring appropriation for such payments is not available, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably evidencing the legislature's denial or omission of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

- e. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority. If federal funds are utilized, the provisions of 2 CFR 200, and particularly of Appendix II, are applicable.
- f. **CERTIFICATIONS:** Vendor certifies to each of the following:
- 1) that this bid is submitted competitively and without collusion, as required by G.S. 143-54;
 - 2) that none of its officers, directors or controlling owners has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2);
 - 3) that it is not an ineligible vendor as set forth in G.S. 143-59.1;
 - 4) that no employee or agent of Vendor has offered, and no State employee has accepted, any gift or gratuity in connection this contract, in violation of N.C.G.S. § 133-32; and
 - 5) that it, and each of its sub-contractors under this contract, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system, as required by G.S. §143-48.5, and
 - 6) that the Vendor is not an ineligible vendor due to being identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran, in accordance with the Iran Divestment Act of 2015, G.S. 147-86.55 et seq. The Treasurer's Divestment List may be reviewed at: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.asp>.
- g. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in this contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to the State under applicable law.
- h. **ELECTRONIC PROCUREMENT:**

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- 1) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.
- 2) **THE CONTRACTOR SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES, CREDITS AND RETURNS) OF GOODS INCLUDED ON EACH PURCHASE ORDER (EXCLUDING LEASE AND RENTAL AND POSTAGE TRANSACTIONS) ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE.** This transaction fee shall be included as an adjustment to Contractor's Master Agreement pricing. This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the Vendor for the services rendered by the Supplier Manager under this contract. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.
- 3) Vendor or its Authorized Reseller, as applicable, will be invoiced quarterly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on a) purchase activity for the prior quarter, or b) purchases for which the supplier invoice has been paid, in each case, minus any taxes, returns, credits or other adjustments... Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within forty-five (45) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within forty-five (45) days after receipt of the invoice for the transaction fee. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. Pursuant to G.S. 147-86.23, the Supplier Manager will charge interest on past due balances. Interest shall be charged at the rate set by the Secretary of Revenue pursuant to G.S. 147-86.23 as of the date the balances are past due. The late-payment penalty will be ten percent (10%) of the account receivable (G.S. 147-86.23). Within forty-five (45) days of the receipt of invoice, Vendor may dispute in writing the accuracy of an invoice. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

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- 4) The Supplier Manager will capture the order from the State approved user, including the shipping, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on this Participating Addendum. The State or Purchasing Entity, not the Supplier Manager, shall be responsible for the solicitation, Bids received, evaluation of Bids received, award of contract, and the payment for goods delivered.
- 5) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

6) VENDOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ANY SUB-CONTRACTOR OR DEALER INVOLVED IN PERFORMANCE UNDER THIS CONTRACT IN THE EVENT THAT SUCH SUB-CONTRACTOR OR DEALER DEFAULTS ON PAYMENT.

i. TERMINATION FOR CONVENIENCE: The State may terminate this Participating Addendum (PA) at any time by providing ninety (90) days' notice in writing from the State to the Vendor. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for goods and services satisfactorily completed and delivered by the Vendor, less any payment or compensation previously made. No termination by the Vendor of this PA shall take effect without 90 days' written notice to the State. Notwithstanding the foregoing, any underlying leases to this PA entered into during the term of this Participating Addendum will remain in full force and effect throughout the stated lease term of such lease agreement subject to the termination provisions stipulated within such lease.

j. Notwithstanding any provision to the contrary, the State expressly does not agree to any Vendor term or provision in any attached or referenced document, or any revision thereof, that is inconsistent with or materially changes any provision of this PA, except as *expressly and lawfully agreed to in writing by authorized State Purchase & Contract official(s)* prior to award of the contract, or, 2) ordered by a court of competent jurisdiction., that provides for i) passage of title to the State prior to delivery and acceptance of the equipment to the Purchasing Entity, ii) implementation of any oral promise(s) or statements made by any State official or personnel, iii) any obligation to expose State Personally Identifiable Information or State Data internationally, iv) a waiver of Sovereignty by the State except as in accordance with a relevant statute or court decision, v)

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any act or obligation of the State or Vendor that is inconsistent with applicable North Carolina or federal law, or the judicial interpretation thereof, or the relevant portions of 01 NCAC Chapter 05, and vi) any provision that creates a “deemed acceptance” by the State after a specified period of time. A contract not made in accordance with Article 3 of G.S. 143 is void. G.S. 143-58.

k. SOFTWARE TERMS.

- 1) Software license terms and conditions shall be consistent with the terms of this PA and shall be mutually agreed upon in advance and in writing by the State Purchase & Contract office and Pitney Bowes Inc. List of Software Licenses offered under this Addendum are attached hereto as Attachment C. The software license terms attached to this Participating Addendum are hereby incorporated into and made a part of this Participating Addendum.

l. POSTAGE METER TERMS.

All purchasing entities requiring the use of a Postage Meter will comply with all United States Postal Service regulations and meter terms and conditions applicable to the rental and use of postage meters supplied under this participating addendum as provided by the Contractor and attached hereto as Attachment B.

- m. **LEASE AGREEMENTS:** Equipment Lease and Rental Agreements are authorized in accordance with the terms of the Master Agreement. Attachment A reflects the lease and/or rental options Participating State/Entity has agreed to use. Any underlying leases to this agreement will remain in full force and effect throughout the stated lease term of such lease agreement.

n. LEASE OPTIONS. SEE ATTACHMENT A FOR FURTHER INFORMATION

- 1) Pitney Bowes Global Financial Services LLC “GFS” Term Rental (Installment Purchase) – Option A, State & Local Rental – Option B, and State & Local Fair Market Value Lease – Option C pursuant to Sections 3.15 and 3.16, respectively and its terms and conditions are offered for lease transaction for the SMB Product line specifically listed in the Attachment A.

o. Taxes.

Sales & Purchase Tax will be charged, if allowed under NC State Law.

- p. **Subcontractors.** All Pitney Bowes contractors, subcontractors, Authorized Sales and Services Representatives authorized in the State of North Carolina, as shown on the dedicated Pitney Bowes website, are approved to provide sales and service support to participants in the Master Agreement. The contractor’s dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement and this PA.
- q. **Purchase Order Instructions.** All orders under this PA are to be made out to and processed by Pitney Bowes and should contain the following (1) “PO is subject to NASPO ValuePoint Master Agreement number ADSPO16-169897 and the State of NC PA, STC 600A” (2) Your Agency Name, Address, Contact, & Phone-Number.



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- r. **Orders.** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement and the State of NC PA unless the parties to the order agree in writing that another contract or agreement approved by the Division of Purchase and Contract applies to such order.
- s. **Price Agreement Number.** All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the State's contract number: STC 600A and the Lead State price agreement number: ADSPO16-169897.
- t. **Individual Customer.** Each State agency and political subdivision, as a Purchasing Entity, that purchases products/services under this Participating Addendum will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Participating Addendum and Master Agreement as modified herein; and they will have the same rights and responsibilities for their purchases as the Participating Entity has in the Master Agreement and this PA. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities and will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Purchasing Entity individually.
- u. **Risk of loss.** Risk of Loss shall pass to the State upon delivery of the equipment to the Purchasing Entity.

5. ADDENDA.

The following Vendor Addenda apply in the event there is no conflict with the PA terms outside of the Addenda, and the Addenda listed immediately below are hereby modified and attached and incorporated herein.

Attachment A: Leasing Options

Options A, B, and C

Attachment B: Postage Meter Rental Terms

Attachment C: Software License Agreements

SMB Terms - Summary

Business Manager Software License Agreement (Oct 2016)

Distributions Software SMLA (Nov 2015)

Shipping & Mailing Maintenance Services Terms (URL)

ConnectRight Mailer

USPS Terms - DPV/LACS and SuiteLink Product



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**On-Demand Subscription Services Agreement for Send-Pro
Enterprise (Modified from version attached to the Master Agreement
by Amendment 3, 7/9/2018)**

SendPro

US Terms of Use – Subscription (May 2016)

US Terms of Use- With Equipment Lease (May 2016)

Hosting Addendum for Distribution Solution Products (May 2015)

6. ENTIRE AGREEMENT

The Participating Addendum (PA) together with all of the exhibits attached hereto and made part of, and the Master Agreement (as administered by the State of Arizona), together with exhibits and amendments set forth as Amendments to the Master Agreement, as supplanted and modified herein, constitute the entire agreement between the parties with respect to the subject matter of this contract, replacing all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof, in the order of precedence in 5. Addenda, above, with respect to the subject matter hereof. Terms and conditions not attached hereto and inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement shall not be added to or incorporated into this Participating Addendum (except normal State purchase order language consistent with this Participating Addendum). Caution: Any such attempts to add or incorporate additional terms and conditions by Vendor with End Users not contemplated under this Agreement are hereby rejected and any such resulting contracts may be void as provided under G.S. 143-58, with the Vendor potentially subject to debarment or other remedies of the State.

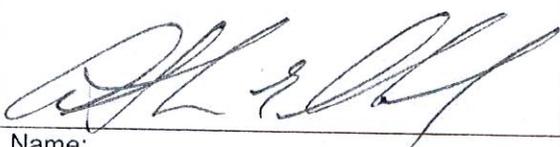
The terms and conditions of this PA and the terms of the Master Agreement consistent with the PA, shall prevail and govern as to the contractual relationship between the State and Vendor.



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IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of North Carolina	Contractor: Pitney Bowes Inc.
Signature: 	Signature: 
Name: <i>Grant F. Braley</i>	Name: Arthur E. Adams
Title: <i>State Procurement Manager</i>	Title: Director, Government Contract Compliance
Date: <i>May 9, 2019</i>	Date: <i>5/8/2019</i>

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.]



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ATTACHMENT A

SUMMARY OF LEASING/RENTAL PROGRAMS UNDER ADSP016-169897

Options A, B and C are offered for lease or rental transactions for the SMB Product line.

Pitney Bowes Global Financial Services offers a variety of equipment leasing and lease/rental programs to enable your agency to acquire the equipment it needs with the innovative financing solution that works best for you.

TERM RENTAL (INSTALLMENT PURCHASE) - Option A

This program provides a 36, 48 or 60 Month Lease and is available only to city and state agencies, such as public school districts, municipal hospitals, police and fire departments. Due to the tax exempt status of the Lessee, rates are much lower than standard Fair Market Value Lease rates. Title to the Equipment passes up front and at the end of the lease term, lessee owns the equipment (excluding meter). (Non-profits, private universities & schools and non-State or Local agencies are excluded from this program). Sales & Purchase Tax will be charged, if required under Your State Statute.

FAIR MARKET VALUE/Rental (OPERATING LEASE) - Option B

This program provides you with 36, 48 or 60 Month Rental. At the end of the rental period, you may purchase the equipment at the end of the Rental for its then Fair Market Value, or you can enter into a new Rental term or return the equipment. This includes cancellation for convenience with a termination with 90 day notice of cancellation and pay one quarterly payment. Sales & Purchase Tax will be charged, if required under Your State Statute.

FAIR MARKET VALUE LEASE - Option C

This program provides you with a 36, 48 or 60 Month lease term with the option to purchase the equipment at the end of the lease for its then Fair Market Value, or you can continue leasing the equipment based on its Fair Market Value, or return the equipment. Sales & Purchase Tax will be charged, if required under Your State Statute.

PARTICIPATING ADDENDUM (PA)



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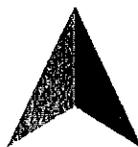
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Example of lease/rental payments based on a \$10,000.00 equipment price:

MONTHLY LEASE RATES			
TERM	OPTION A	OPTION B	OPTION C
36	0.0326	0.0377	0.0342
48	0.0257	0.0309	0.0277
60	0.0216	0.0270	0.0237

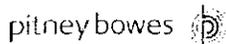
MONTHLY LEASE PAYMENT BASED ON \$10,000.00 TRANSACTION*				
TERM	OPTION A	OPTION B	OPTION C	
36	\$ 326.00	\$ 377.00	\$ 342.00	
48	\$ 257.00	\$ 309.00	\$ 277.00	
60	\$ 216.00	\$ 270.00	\$ 237.00	

*Monthly payment excludes any Sales and/or Purchase Tax. Sales and/or Purchase Tax will be charged, if required under Your State Statute.



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Attachment A.1

OPTION A -- NASPO VALUEPOINT TERM RENTAL (INSTALLMENT PURCHASE) LEASE TERMS AND CONDITIONS:

Pricing Plan for the NASPO ValuePoint Term Rental (Installment Purchase) Lease Terms and Conditions is as follows:

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor under ADSP016-169897, as amended, and will be the Lessor under this Term Rental (Installment Purchase) Lease Terms and Condition Agreement. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI). Due to federal regulations, only PBI can own a Meter. This Agreement cannot be used for Production Equipment Categories (Production Ink Jet Envelope Addressing System, Production Tabbers, Inserter Production, Production Folder-Inserter, Pre-Sorting Equipment) awarded under ADSP016-00006328- to Pitney Bowes Inc.

Monthly Rate Factors:

<u>Term:</u>	<u>Lease Rate:</u>
36	.0326
48	.0257
60	.0216

Total Value of the Order multiplied by the applicable Monthly Rate Factor = (Monthly Equipment Lease Payment, plus applicable monthly meter rental and value based service fees, plus the monthly cost of service maintenance for years 2 thru end of initial term, plus any applicable taxes multiplied by three (3) months = equals the Quarterly payment.

For further clarification a 36 month lease based on a \$10,000 equipment order the Quarterly payment would equal a \$326.00 monthly equipment lease payment multiplied by 3 months equaling a \$978 Quarterly lease payment. Applicable quarterly cost of service maintenance for years 2 thru end of initial term, quarterly meter rental and value based services fees, plus any taxes, if applicable, would be added to the Quarterly payment.

L1. DEFINITIONS

L1.1 The following terms mean:

"Agreement" - the Order, your State's Participating Addendum, the NASPO ValuePoint Master Agreement ADSP016-169897, as amended, these terms and conditions, and any attached exhibits.

"Bank" - The Pitney Bowes Bank, Inc.

"Consumable Supplies" - ink, ink rollers, printheads, toner and drum cartridges, ribbons and similar items. Product-specific consumable supplies are identified in the product operator guide.

"Covered Equipment" - the equipment rented or sold to you from PBGFS or PBI that is covered by the SLA as stated on the Order. Covered Equipment does not include any Meter, Usage-based Equipment, or any standalone software, and SendKit equipment.

"Delivery Date" - the date the Equipment or other item is delivered to your location.

"Effective Date" - the date the Order is received by us.

"End User" - A state agency or entity or local government or other entity lawfully leasing Equipment and procuring services under this Agreement.

"Equipment" - the equipment listed on the Order, excluding any Meter, and any standalone software and SendKit equipment.

"Initial Term" - the lease period listed on the Order

"Install Date" - the date the Equipment or other item is installed at your location.

"Meter" - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+™ or SendPro™ P and C series mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.

"Lease" - the Order and this NASPO ValuePoint Term Rental (Installment Purchase) Lease Terms and Conditions.

"Maintenance Service" - the maintenance service for the



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Covered Equipment selected by you on the Order, excluding software maintenance.

"Master Agreement" – NASPO ValuePoint Master Agreement ADSPO16-169897 Mail Room Equipment, Services and Maintenance contract, as amended, administered by the State of Arizona and shall consist of: the NASPO solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by us, our responses to any requests for clarifications and/or our best and final offer.

"NASPO ValuePoint" – NASPO ValuePoint Cooperative Purchasing Organization LLC, a wholly owned subsidiary of National Association of State Procurement Officials (NASPO).

"Order" - the executed agreement between the applicable Pitney Bowes company and you for the Equipment.

"PBGFS" - Pitney Bowes Global Financial Services LLC or a wholly owned subsidiary of Pitney Bowes Inc.

"PBI" - Pitney Bowes Inc

"Pitney Bowes" – PBI, PBGFS and their respective subsidiaries.

"Postage Meter Rental Agreement" – an agreement governing the use and rental of a Meter you enter into with us.

"SLA" - the Service Level Agreement.

"SLMA" – a Software License and Maintenance Agreement you enter into with us

"SOW" – a Statement of Work you enter into with us.

"State Participating Addendum" the bilateral agreement executed by us and your participating state incorporating the Master Agreement.

"Usage-based Equipment" - equipment for which charges are based on volume of use.

"Using Agency" – The State agency or other authorized entity entering into a lease under this Agreement. Also referred to as Purchasing Entity.

"USPS" – the United States Postal Service.

"We," "Our," or "Us" – the Pitney Bowes company with whom you've entered into the Order.

"You," "Your," "Lessee," or "Customer" – in the context of the terms and conditions of the PA, the State; but in the context of leases, the Using Agency or Purchasing Entity identified on the Order.

L2. AGREEMENT

- L2.1 You are leasing the Equipment listed on the Order.
- L2.2 You may not cancel this Lease for any reason except as expressly set forth in Section L10 below, all payment obligations are unconditional.
- L2.3 If you do not pay the fees when due or you do not comply with the Agreement and fail to cure the same within thirty (30) days of receipt

of written notice thereof, we may disable the Meter, terminate the Agreement, retake the Equipment and Meter, and collect from you all fees due for the remainder of the Initial Term, or if after the Initial Term, all fees then due.

- L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS

- L3.1 We will invoice you in arrears each month for all payments on the Order (each, a "Quarterly Payment"), except as provided in any SOW attached to this Order. You will make each Quarterly Payment by the due date shown on our invoice.
- L3.2 Your Quarterly Payment may include an origination fee, amounts carried over from a previous unexpired lease, SLMA fees and other charges.
- L3.3 Any Meter rental fees and SLA fees (collectively "PBI Payments"), will be included with your Quarterly Payment and begin with the start of the Lease Term (as defined below). After the Initial Term, your Quarterly Payment will increase if your PBI Payments increase.

- L3.4 Your obligations, including your obligation to pay the Quarterly Payments due in any fiscal year during the term of this Agreement, shall constitute a current expense for such fiscal year and shall not constitute indebtedness within the meaning of the constitution and laws of the state in which you are located. Nothing herein shall constitute a pledge by you of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for your benefit for this Agreement) to the payment of any Total Payment due under this Agreement.

L4. EQUIPMENT OWNERSHIP

- L4.1 PBI owns any Meter. Title to the Equipment shall pass to you upon installation. However, you and we agree that title shall automatically revert to us in the event of default, or termination due to your non-appropriation under Section L10.

L5. TERM

- L5.1 This Agreement shall commence on the date of delivery and shall continue until the earlier of (i) termination at our option upon the occurrence of an event of default, or (ii) the occurrence of an event of a non-appropriation under Section L10, or (iii) the expiration of the Term and your payment of all Quarterly Payments and other sums due and your fulfillment of all other obligations under this Agreement.

L6. SURRENDER OF EQUIPMENT

- L6.1 If you default, or terminate this Lease Agreement by non-appropriation under Section L10, you, at your expense, shall return all Equipment by delivering it to us in the same condition as when delivered to you, reasonable wear and tear excepted, to such place or on board such carrier, packed for shipping, as we may specify. Until the Equipment is returned as required above, all terms of this Agreement remain in effect including, without limitation, your obligations to make payments relating to your continued use of the Equipment and to insure the Equipment.

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L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 PBGFS AND THE BANK MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBGFS AND THE BANK ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L7.3 PBI provides you with the warranty as provided in the Master Agreement and as follows:

(a) PBI warrants that the Equipment will be free from defects in material and workmanship and will perform according to the equipment user guide for a period of one year (360) days from the date of acceptance (the "Warranty Period").

(b) PBI warrants that the Maintenance Service provided will be performed in a professional and workmanlike manner.

(c) Your remedy in the event of any warranty claim is as provided within the Master Agreement.

(d) A "defect" does not include the failure of rates within a rate update to conform to published rates.

(e) There is no warranty for Equipment 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. There is no warranty for Equipment arising from the use of third party supplies (such as ink) that results in: (i) damage to PBI Equipment; (ii) poor indicia, text, or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia, text, or images.

(f) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the PBI Equipment may be reclaimed, reconditioned or remanufactured. Any such item is warranted to perform according to the same standards as the equivalent new item.

(g) The warranty does not cover Consumable Supplies.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent which will not be unreasonably withheld.

L9. RISK OF LOSS

L9.1 Risk of Loss.

(a) You bear the entire risk of loss to the Equipment from the date of delivery by PBI until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").

(b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss. To protect the equipment from loss, you shall self-insure against loss, for its full replacement value.

L10. NON-APPROPRIATION

L10. See Master Agreement - Section 7.2 State of Arizona Uniform Terms and Conditions, Par 4.4. Availability of Funds for the Next State fiscal year and Par 4.5. Availability of Funds for the current State fiscal year. See Participating Addendum Section 4 i.

L11. REPRESENTATIONS

L11.1 You hereby represent and warrant that (a) you are a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"); and (b) you have the power and authority under applicable law to enter into this Agreement and you have been duly authorized to execute and deliver this Agreement and carry out your obligations hereunder. To the extent required by applicable law: You acknowledge that a portion of each Quarterly Payment you shall pay includes interest and that this Agreement is entered into based on the assumption that the interest portion of each Quarterly Payment is not includible in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. You shall, at all times, do and perform all acts and things necessary and within your control in order to assure that such interest component shall be so excluded. If any interest is determined not to be excludible from gross income, your Quarterly Payment shall be adjusted in an amount sufficient to maintain our original after tax yield utilizing our consolidated marginal tax rate, which adjusted Quarterly Payments you agree to pay as provided in this Agreement, subject to Section L10. The rate at which the interest portion of Quarterly Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If such interest portion exceeds such maximum, then at our option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be used to reduce the principal amount of your obligation or be refunded to you. You shall not do (or cause to be done) any act which will cause, or by omission of any act allow, this Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or a "private activity bond" within the meaning of Section 141(a) of the Code. At the time of your execution of this Agreement, you shall provide us with a properly prepared and executed copy of the appropriate US Treasury Form 8038-G or 8038-GC and you appoint us as your agent for the purpose of maintaining a registration system as required by Section 149(a) of the Code. This Section shall survive the termination of this Agreement.

L12. MISCELLANEOUS

L12.1 If more than one lessee is named in this Lease, liability is joint and several.

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT, THE METER OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH WILL NOT BE UNREASONABLY WITHHELD, subject to the State legislature reorganizing the Using Agency and upon prior written notice to PBI.

L12.3 We may sell, or assign all or any part of this Lease or the Equipment. Any sale or assignment will not affect your rights or

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obligations under this Agreement.

- L12.4 All applicable taxes required to be collected by us will be shown on the invoice.
- L12.5 Any Meter rented under this Agreement is subject to the applicable USPS regulations and meter terms and conditions as may be provided by PBI
- L12.6 Our Equipment may contain embedded software. You agree: (i) that PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) that you do not acquire any right, title or interest in or to the embedded software; (iii) only to use the embedded software with our Equipment in which the embedded software resides; (iv) that you may not copy the embedded software; (v) that you may neither modify nor create derivative works of the embedded software (vi) that you may neither distribute nor disclose the embedded software (or any portion thereof) to any other person; (vii) that you may not translate, de-compile, disassemble, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; and (viii) that you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software. Notwithstanding the above, this section does not modify any terms that may accompany such third party software.
- L12.7 The terms and conditions in this Lease Agreement apply to the extent they are not in conflict with the Participating Addendum .
- L 12.8 The Connect+ and SendPro P and C Series mailing system may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Connect+ and SendPro P and C Series mailing system and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.
- L12.9 We will provide you with a welcome letter by email.



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Attachment A.2

OPTION B - NASPO VALUEPOINT FMV RENTAL TERMS AND CONDITIONS:

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor under ADSPO16-169897, as amended, and will be the Lessor under this Fair Market Value Rental Terms and Condition Agreement. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI). Due to federal regulations, only PBI can own a Meter. This Agreement cannot be used for Production Equipment Categories (Production Ink Jet Envelope Addressing System, Production Tabbers, Inserter Production, Production Folder-Inserter, Pre-Sorting Equipment) awarded under ADSPO16-00006328- to Pitney Bowes Inc.

The Pricing Plan for the NASPO ValuePoint Fair Market Value Rental Terms and Conditions is as follows:

Monthly Rate Factors:

<u>Term:</u>	<u>Rate:</u>
36	.0377
48	.0309
60	.0270

Total Value of the Order multiplied by the applicable Monthly Rate Factor = Monthly Equipment Payment, plus applicable monthly meter rental and value based service fees, plus the monthly cost of service maintenance for years 2 thru end of initial term, plus any applicable taxes. multiplied by three (3) months = equals the Quarterly Payment.

For further clarification a 36 month rental based on a \$10,000 equipment order would equal a \$377.00 monthly equipment payment multiplied by 3 months equaling a \$1,131 quarterly lease payment. Applicable quarterly cost of service maintenance for years 2 thru end of initial term, quarterly meter rental and value based services fees, plus any taxes, if applicable, would be added to the Quarterly payment.



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L1. DEFINITIONS

L1.1 The following terms mean:

- "Agreement" - the Order, your State's Participating Addendum, the NASPO ValuePoint Master Agreement ADSPO16-169897, as amended, these terms and conditions, and any attached exhibits.
- "Bank" - The Pitney Bowes Bank, Inc.
- "Consumable Supplies" - ink, ink rollers, printheads, toner and drum cartridges, ribbons and similar items. Product-specific consumable supplies are identified in the product operator guide.
- "Covered Equipment" - the equipment rented or sold to you from PBGFS or PBI that is covered by the SLA as stated on the Order. Covered Equipment does not include any Meter, or any standalone software, and SendKit equipment.
- "Delivery Date" - the date the Equipment or other item is delivered to your location.
- "Effective Date" - the date the Order is received by us.
- "Equipment" - the equipment listed on the Order, excluding any Meter, and any standalone software and SendKit equipment.
- "Initial Term" - the lease period listed on the Order
- "Install Date" - the date the Equipment or other item is installed at your location.
- "Meter" any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+™ or SendPro™ P and C series mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.
- "Lease" - the Order and this NASPO ValuePoint Fair Market Value Rental Terms and Conditions.
- "Maintenance Service" - the maintenance service for the Covered Equipment selected by you on the Order, excluding software maintenance.
- "Master Agreement" - NASPO ValuePoint Master Agreement ADSPO16-169897 Mail Room Equipment, Supplies and Maintenance contract, as amended, administered by the State of Arizona and shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by us, our responses to any requests for clarifications and/or our best and final offer.
- "NASPO ValuePoint" - NASPO ValuePoint Cooperative Purchasing Organization LLC, a wholly owned subsidiary of National Association of State Procurement Officials (NASPO).
- "Order" - the executed agreement between the applicable Pitney Bowes company and you for the Equipment.
- "PBGFS" - Pitney Bowes Global Financial Services LLC.
- "PBI" - Pitney Bowes Inc.
- "Pitney Bowes" - PBGFS and its subsidiaries, and PBI.
- "Postage Meter Rental Agreement" - an agreement governing the use and rental of a Meter you enter into with us.
- "SLA" - the Service Level Agreement.
- "SLMA" - a Software License and Maintenance Agreement you enter into with us

"SOW" - a Statement of Work you enter into with us.

"State Participating Addendum" the bilateral agreement executed by us and your participating state incorporating the Master Agreement.

"Using Agency" - The State agency or other authorized entity entering into a lease under this Agreement. Also referred to as Purchasing Entity

"We," "Our," or "Us" - the Pitney Bowes company with whom you've entered into the Order.

"You," "Your," "Lessee," or "Customer" - in the context of the terms and conditions of the PA, the State; but in the context of leases, Using Agency or Purchasing Entity identified on the Order.

L2. AGREEMENT

- L2.1 You are leasing the Equipment listed on the Order.
- L2.2 You may not cancel this Lease for any reason except as expressly set forth in Sections L10 and L11 below, all payment obligations are unconditional.
- L2.3 If you do not pay the fees when due or you do not comply with the Agreement and fail to cure the same within thirty (30) days of receipt of written notice thereof, we may disable the Meter, terminate the Agreement, retake the Equipment and Meter, and collect from you all fees due for the remainder of the Initial Term, or if after the Initial Term, all fees then due.
- L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS AND OBLIGATIONS

- L3.1 We will invoice you in arrears each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any statement of work attached to the Order. You will make each Quarterly Payment by the due date shown on our invoice.
- L3.2 Your Quarterly Payment may include an origination fee, amounts carried over from a previous unexpired lease, SLMA fees and other charges.
- L3.3 Any Meter rental fees and SLA fees (collectively "PBI Payments"), will be included with your Quarterly Payment and begin with the start of the Lease Term (as defined below). After the Initial Term, your Quarterly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

We own the Equipment. PBI owns any Meter. Except as stated in Section L6, you will not have the right to become the owner of the Equipment at the end of this Agreement.

L5. LEASE TERM

The Lease term is the number of months stated on the Order ("Lease Term"). The Lease Term will commence on the date the Equipment is delivered, if we do not install the Equipment. If we install the Equipment, the Lease Term will commence on the installation date.

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L6. END OF LEASE OPTIONS

L6.1 During the 90 days before your Lease ends, you may, if not in default, select one of the following options:

- (a) enter into a new lease with us;
- (b) purchase the Equipment "as is, where is" for fair market value; or
- (c) return the Equipment and Meter in its original condition, reasonable wear and tear excepted and pay us our then applicable processing fee. If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to such service carrier as we specify to pick up and ship them to us.

L6.2 If you do not select one of the options in Section L6.1, you will be deemed to have agreed to enter into month to month extensions of the term of this Agreement. You may choose to cancel the automatic extensions by giving us 120 days prior written notice before the Lease expires (unless the law requires the notice period to be shorter). Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 PBGFS AND THE BANK MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBI provides you with the warranty as provided in the Master Agreement and as follows:

- (a) PBI warrants that the Equipment will be free from defects in material and workmanship and will perform according to the equipment user guide for a period of one year (360) days from the date of acceptance (the "Warranty Period").
- (b) PBI warrants that the Maintenance Service provided will be performed in a professional and workmanlike manner.
- (c) Your remedy in the event of any warranty claim is as provided within the Master Agreement.
- (d) A "defect" does not include the failure of rates within a rate update to conform to published rates.
- (e) There is no warranty for Equipment 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. There is no warranty for Equipment arising from the use of third party supplies (such as ink) that results in: (i) damage to PBI Equipment; (ii) poor indicia, text, or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia, text, or images.
- (f) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the PBI Equipment may be reclaimed, reconditioned or remanufactured. Any such item is warranted to perform according to the same standards as the equivalent new item.
- (g) The warranty does not cover Consumable Supplies.

L7.3 PBGFS AND THE BANK ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR

PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent which will not be unreasonably withheld.

L9. RISK OF LOSS AND VALUEMAX[®] PROGRAM

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of delivery by PBI until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.

L10. NON-APPROPRIATION

L10.1 See Master Agreement -- Section 7.2 State of Arizona Uniform Terms and Conditions, Par 4.4. Availability of Funds for the Next State fiscal year and Par 4.5. Availability of Funds for the current State fiscal year. See Participating Addendum Section d.____

L11. EARLY TERMINATION

L11.1 You further represent that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan.

Cancelable Lease -- Cancel with the payment of a fee equal to three months rent per the Master Agreement.

L12. MISCELLANEOUS

L12.1 If more than one lessee is named in this Lease, liability is joint and several.

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD. ANY ASSIGNMENT WITHOUT OUR CONSENT IS VOID, subject to the State legislature reorganizing the Using Agency and upon prior written notice to PBI.

L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

L12.4 All applicable taxes required to be collected by us will be shown on the invoice.

L12.5

The terms and conditions in this Lease Agreement apply to the extent they are not in conflict with the Participating Addendum

L12.6 Any Meter rented under this Agreement is subject to the applicable USPS regulations and meter terms and conditions as may be provided by PBI.



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L12.7 Our Equipment may contain embedded software. You agree:

(i) that PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) that you do not acquire any right, title or interest in or to the embedded software; (iii) only to use the embedded software with our Equipment in which the embedded software resides; (iv) that you may not copy the embedded software; (v) that you may neither modify nor create derivative works of the embedded software (vi) that you may neither distribute nor disclose the embedded software (or any portion thereof) to any other person; (vii) that you may not translate, de-compile, disassemble, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; and (viii) that you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software. Notwithstanding the above, this section does not modify any terms that may accompany such third party software.

L12.8 The Connect+ or SendPro™ P and C series mailing system may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Connect+ or SendPro™ P and C series mailing system and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.

L12.9 We will provide you with a welcome letter by email.



OPTION C - NASPO VALUEPOINT FAIR MARKET VALUE LEASE TERMS AND CONDITIONS:

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor under ADSP016-169897, as amended, and will be the Lessor under this Fair Market Value Lease Terms and Condition Agreement. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI). Due to federal regulations, only PBI can own a Meter. This Agreement cannot be used for Production Equipment Categories (Production Ink Jet Envelope Addressing System, Production Tabbers, Inserter Production, Production Folder-Inserter, Pre-Sorting Equipment) awarded under ADSP016-00006328- to Pitney Bowes Inc.

The Pricing Plan for the NASPO ValuePoint Fair Market Value Lease Terms and Conditions is as follows:

Monthly Rate Factors:

<u>Term:</u>	<u>Lease Rate:</u>
36	.0342
48	.0277
60	.0237

Total Value of the Order multiplied by the applicable Monthly Rate Factor = Monthly Equipment Lease Payment, plus applicable monthly meter rental and value based service fees, plus the monthly cost of service maintenance for years 2 thru end of initial term, plus any applicable taxes, multiplied by three (3) months = equals the Quarterly Payment.

For further clarification a 36 month lease based on a \$10,000 equipment order would equal a \$342.00 monthly equipment lease payment multiplied by 3 months equaling a \$1,026 quarterly lease payment. Applicable quarterly cost of service maintenance for years 2 thru end of initial term, quarterly meter rental and value based services fees, plus any taxes, if applicable, would be added to the Quarterly payment.

PARTICIPATING ADDENDUM (PA)
MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE

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L1. DEFINITIONS
L1. DEFINITIONS

L1.1 The following terms mean:

Agreement - the Order, your State's Participating Addendum, the NASPO ValuePoint Master Agreement ADSPO16-169897, as amended, these terms and conditions, and any attached exhibits.

Bank - The Pitney Bowes Bank, Inc.

Consumable Supplies - ink, ink rollers, printheads, toner and drum cartridges, ribbons and similar items. Product-specific consumable supplies are identified in the product operator guide.

Covered Equipment - the equipment rented or sold to you from PBGFS or PBI that is covered by the SLA as stated on the Order. Covered Equipment does not include any Meter, or any standalone software, and SendKit equipment.

Delivery Date - the date the Equipment or other item is delivered to your location.

Effective Date - the date the Order is received by us.

Equipment - the equipment listed on the Order, excluding any Meter, and any standalone software and SendKit equipment.

Initial Term - the lease period listed on the Order

Install Date - the date the Equipment or other item is installed at your location.

Meter - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+™ or SendPro™ P or C series mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.

Lease - the Order and this NASPO ValuePoint Fair Market Value Lease Terms and Conditions.

Maintenance Service - the maintenance service for the Covered Equipment selected by you on the Order, excluding software maintenance.

Master Agreement - NASPO ValuePoint Master Agreement ADSPO16-169897, as amended, Mail Room Equipment, Supplies and Maintenance contract administered by the State of Arizona and shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by us, our responses to any requests for clarifications and/or our best and final offer.

NASPO ValuePoint - NASPO ValuePoint Cooperative Purchasing Organization LLC, a wholly owned subsidiary of National Association of State Procurement Officials (NASPO).

Order - the executed agreement between the applicable

Pitney Bowes company and you for the Equipment.

PBGFS - Pitney Bowes Global Financial Services LLC.

PBI - Pitney Bowes Inc.

Pitney Bowes - PBGFS and its subsidiaries, and PBI.

Postage Meter Rental Agreement - an agreement governing the use and rental of a Meter you enter into with us

SLA - the Service Level Agreement.

SLMA - a Software License and Maintenance Agreement you enter into with us

SOW - a Statement of Work you enter into with us.

State Participating Addendum - the bilateral agreement executed by us and your participating state incorporating the Master Agreement.

Using Agency - The State agency or other authorized entity entering into a lease under this Agreement. Also referred to as Purchasing Entity.

We, **Our,** or **Us** - the Pitney Bowes company with whom you've entered into the Order.

You, **Your,** **Lessee,** or **Customer** - in the context of the terms and conditions of the PA, the State; but in the context of leases, the Using Agency or Purchasing Entity identified on the Order.

L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order.

L2.2 You may not cancel this Lease for any reason except as expressly set forth in Sections L10 and L11 below, all payment obligations are unconditional.

L2.3 If you do not pay the fees when due or you do not comply with the Agreement and fail to cure the same within thirty (30) days of receipt of written notice thereof, we may disable the Meter, terminate the Agreement, retake the Equipment and Meter, and collect from you all fees due for the remainder of the Initial Term, or if after the Initial Term, all fees then due.

L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS

L3.1 We will invoice you in arrears each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any statement of work attached to the Order. You will make each Quarterly Payment by the due date shown on our invoice.



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L3.2 Your Quarterly Payment may include an origination fee, amounts carried over from a previous unexpired lease, SLMA fees and other charges.

L3.3 Any Meter rental fees and SLA fees (collectively "PBI Payments"), will be included with your Quarterly Payment and begin with the start of the Lease Term (as defined below). After the Initial Term, your Quarterly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

We own the Equipment. PBI owns any Meter. Except as stated in Section L6, you will not have the right to become the owner of the Equipment at the end of this Agreement.

L5. LEASE TERM

The Lease term is the number of months stated on the Order ("Lease Term"). The Lease Term will commence on the date the Equipment is delivered, if we do not install the Equipment. If we install the Equipment, the Lease Term will commence on the installation date.

L6. END OF LEASE OPTIONS

L6.1 During the 90 days before your Lease ends, you may, if not in default, select one of the following options:

- (a) enter into a new lease with us;
- (b) purchase the Equipment "as is, where is" for fair market value; or
- (c) return the Equipment and Meter in its original condition, reasonable wear and tear excepted and pay us our then applicable processing fee. If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to such service carrier as we specify to pick up and ship them to us.

L6.2 If you do not select one of the options in Section L6.1, you will be deemed to have agreed to enter into month to month extensions of the term of this Agreement. You may choose to cancel the automatic extensions by giving us 120 days prior written notice before the Lease expires (unless the law requires the notice period to be shorter). Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 PBGFS AND THE BANK MAKE NO WARRANTIES,

EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBI provides you with the warranty as provided in the Master Agreement and as follows:

- (a) PBI warrants that the Equipment will be free from defects in material and workmanship and will perform according to the equipment user guide for a period of one year (360) days from the date of acceptance (the "Warranty Period").
- (b) PBI warrants that the Maintenance Service provided will be performed in a professional and workmanlike manner.
- (c) Your remedy in the event of any warranty claim is as provided within the Master Agreement.
- (d) A "defect" does not include the failure of rates within a rate update to conform to published rates.
- (e) There is no warranty for Equipment 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. There is no warranty for Equipment arising from the use of third party supplies (such as ink) that results in: (i) damage to PBI Equipment; (ii) poor indicia, text, or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia, text, or images.
- (f) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the PBI Equipment may be reclaimed, reconditioned or remanufactured. Any such item is warranted to perform according to the same standards as the equivalent new item.
- (g) The warranty does not cover Consumable Supplies.

L7.3 PBGFS AND THE BANK ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and related maintenance records.

L8.3 Location. You may not move the Equipment from the



MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE

Led by the State of Arizona

location specified on the Order without our prior written consent which will not be unreasonably withheld.

applicable USPS regulations and meter terms and conditions as may be provided by PBI.

L9. RISK OF LOSS AND VALUEMAX[®] PROGRAM

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of delivery by PBI until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.

L10. NON-APPROPRIATION

- L10.1 See Master Agreement – Section 7.2 State of Arizona Uniform Terms and Conditions, Par 4.4. Availability of Funds for the Next State fiscal year and Par 4.5. Availability of Funds for the current State fiscal year. See Participating Addendum Section _____

L11. EARLY TERMINATION

- L11.1 You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year.

L12. MISCELLANEOUS

- L12.1 If more than one lessee is named in this Lease, liability is joint and several.
- L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD. ANY ASSIGNMENT WITHOUT OUR CONSENT IS VOID.,subject to the State legislature reorganizing the Using Agency and upon prior written notice to PBI.
- L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.
- L12.4 All applicable taxes required to be collected by us will be shown on the invoice.
- L12.5 If there is a conflict between any of the terms and conditions in this Lease Agreement, your State's Participating Addendum and the Master Agreement ADSP016-169897, as amended, this Lease Agreement shall prevail.
- L12.6 Any Meter rented under this Agreement is subject to the

L12.7 Our Equipment may contain embedded software. You agree:

(i) that PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) that you do not acquire any right, title or interest in or to the embedded software; (iii) only to use the embedded software with our Equipment in which the embedded software resides;

(iv) that you may not copy the embedded software; (v) that you may neither modify nor create derivative works of the embedded software (vi) that you may neither distribute nor disclose the embedded software (or any portion thereof) to any other person; (vii) that you may not translate, de-compile, disassemble, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; and (viii) that you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software. Notwithstanding the above, this section does not modify any terms that may accompany such third party software.

L 12.8 The Connect+ and SendPro P or C Series mailing system may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Connect+ and SendPro P or C Series mailing system and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.

L 12.9 We will provide you with a welcome letter by email.

NASPO VALUEPOINT
POSTAGE METER RENTAL TERMS AND CONDITIONS

ATTACHMENT B

These terms of use are attached to and incorporated in the State of NC Participating Addendum (State Term Contract 600A) under the NASPO Master Agreement #: ADSP016-169897.

1. DEFINITIONS

As used in this Agreement, the following terms mean:

"Agreement" – the Order, your State's Participating Addendum, the NASPO ValuePoint Master Agreement ADSP016-169897, these terms and conditions, and any attached exhibits.

"Bank" - The Pitney Bowes Bank, Inc.

"Initial Term" - the rental period listed on the Order.

"Meter" - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+™ or SendPro™ P and C series mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.

"Master Agreement" – NASPO ValuePoint Master Agreement ADSP016-169897 Mail Room Equipment, Services and Maintenance contract administered by the State of Arizona and shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by us, our responses to any requests for clarifications and/or our best and final offer.

"NASPO ValuePoint" – NASPO ValuePoint Cooperative Purchasing Organization LLC, a wholly owned subsidiary of National Association of State Procurement Officials (NASPO).

"Order" - the executed order between the applicable Pitney Bowes company and you for the products covered by the order.

"PBGFS" - Pitney Bowes Global Financial Services LLC or a wholly owned subsidiary of Pitney Bowes Inc.

"PBI," "We," "Our," or "Us" - Pitney Bowes Inc.

"Reserve Account" – the Postage By Phone® Reserve Account that you maintain at the Bank.

"State Participating Addendum" – the bilateral agreement executed by us and your participating state incorporating the Master Agreement.

"Using Agency" – The State agency or other authorized entity entering into a lease under this Agreement. Also referred to as Purchasing Entity.

"USPS" – the United States Postal Service.

"You," "Your," "Lessee," or "Customer" – in the context of the terms and conditions of the PA, the State; but in the context of leases, the Using Agency or Purchasing Entity identified on the Order.

2. METER RENTAL

2.1 Fees

- (a) We will invoice you the Meter rental ("rental") fees listed on the Order.
- (b) After the Initial Term, we may increase the rental fees in accordance with the Master Agreement.
- (d) When you receive notice of an increase, you may terminate this Agreement as of the date the increase becomes effective.
- (e) If you do not pay the fees when due or you do not comply with the Agreement, we may disable the Meter, terminate the Agreement, retake the Meter, and collect from you all fees due through the termination date of the Agreement.
- (f) You are responsible for paying any taxes on the Meter and services, including sales and use tax, unless a valid tax exemption certification acceptable to the applicable taxing authority is provided.

2.2 Postage

- (a) You may transfer funds to the Bank for deposit into your Reserve Account or you may transfer funds to the United States Postal Service ("USPS") through a lockbox bank ("Lockbox Bank"). See section U1 for details.
- (b) If you participate in any optional PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter rental fees.
- (c) If you purchase postage through a Lockbox Bank, the USPS is responsible for refunds of unused postage and those refunds will be made in accordance with then current USPS regulations.

2.3 Terms of Use; Federal Regulations

- (a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations.
- (b) You agree to use only attachments or printing devices authorized by us.
- (c) You must receive our written consent before moving the Meter to a different location.
- (d) Federal regulations require that we own the Meter.
- (e) Tampering with or misusing the Meter is a violation of federal law.
- (f) Activities of the USPS including the payment of refunds for postage by the USPS to clients will be made in accordance with the current Domestic Mail Manual.
- (g) If the Meter is used in any unlawful scheme, or is not used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter rental may be revoked. You acknowledge that any use of this Meter that fraudulently deprives the USPS of revenue can cause you to be subject to

civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes.

- (h) You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft.
- (i) You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

2.4 Care and Risk of Loss

- (a) You agree to take proper care of the Meter(s).
- (b) You assume all risk of loss or damage to the Meter while you have possession.

2.5 Rate Updates and Soft-Guard® Program

- (a) Your Meter may require periodic rate information updates that you can obtain under our Soft-Guard® program.
- (b) The Soft-Guard® Subscription, we will provide up to 6 rate updates during each 12 month period following the date of installation.
- (c) We will provide rate updates only if required due to a postal or carrier change in rate, service, Zip Code or zone change.
- (d) Your Soft-Guard® Subscription does not cover any change in rates due to custom rate changes, new classes of carrier service, or a change in Zip Code or zone due to equipment relocation.
- (e) We will not be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

2.6 Repair or Replacement

- (a) If the Meter malfunctions or fails due to reasons other than your negligence or accident, usage which exceeds our recommendations, use of Meter in a manner not authorized by this Agreement or any operator guide, use of equipment in an environment with unsuitable humidity and/or line voltage, damage in transit, virus contamination or loss of data, loss or fluctuation of power, fire, flood or other natural causes, external forces beyond our control, sabotage or service by anyone other than us, failure to use applicable software updates, use of Meter with any system for which we have advised you we will no longer provide support or which we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to Meter (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images

- (b) REPAIR OR REPLACEMENT IS YOUR SOLE REMEDY.

2.7 LIMITATION OF LIABILITY

See – Master Agreement and Participating Addendum

2.8 Collection of Information

- (a) You authorize us to access and download information from your Meter and we may disclose this information to the USPS or other governmental entity.
- (b) We will not share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order.
- (c) We may elect to share aggregate data about our customers' postage usage with third parties.

3. VALUE BASED SERVICES

Value Based Services include services such as USPS® e-Return Receipt and USPS® Confirmation Services.

3.1 Fees

- (a) Any fees charged by the USPS for any Value Based Service you purchase is payable by you in the same way that you pay for postage.
- (b) The USPS is solely responsible for its services.
- (c) We are not responsible for any malfunctions of any part of the communication link connecting the IntelliLink® Control Center with the USPS data system.

3.2 THE VALUE BASED SERVICES PROVIDED BY THE USPS ARE PROVIDED WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE ARE NOT LIABLE FOR ANY DAMAGES YOU MAY INCUR BY REASON OF YOUR USE OF THE VALUE BASED SERVICES PROVIDED BY THE USPS, INCLUDING INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

3.3 Ending the Value Based Services. We have the right to terminate the Value Based Services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty (30) days after you have been notified of it in writing.

4. EMBEDDED SOFTWARE AND SUBSCRIPTION SERVICES

4.1 Our Equipment may contain embedded software. You agree that: (i) PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) you are licensed only to use the embedded software with our Equipment in which the embedded software resides; (iii) you will not copy, modify, decompile, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; (iv) you will not distribute or otherwise disclose the embedded software (or any portion thereof) to any other person; and (v) you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software, which, notwithstanding the above, is subject to any terms that may accompany such third party software.

4.2 Subscription Services. We may offer certain on-demand services to you on a subscription basis as indicated in the applicable Order. Upon payment of any applicable subscription fees, we grant you a non-exclusive, non-transferable license to access and use the subscription services for the term set forth in the Order for your internal business purposes only. You may not provide access to the subscription services to any third party, or use the subscription services on behalf of any third party absent our written consent. You will comply with all applicable laws, rules and regulations governing your use of the subscription services, including any data protection or privacy laws. You will not use the services to send or store infringing, obscene, threatening or unlawful material or disrupt the use by others of the subscription services, network service or network equipment, and you will not reverse engineer, decompile or disassemble the subscription services. If the subscription services you purchased come with their own terms of use, your use of those subscription services will be governed by those terms. Maintenance and technical support for any on-demand services will be provided in accordance with a separate agreement covering the same.

5. INTERNET ACCESS POINT

5.1 The Connect+™ and SendPro P and C series mailing systems may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the

Connect+™ and SendPro P and C series mailing systems and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.

6. ENDING THIS AGREEMENT.

6.1 Your right to use the Meter, or Value Based Services is limited in duration to the Initial Term and to any subsequent extensions of the Initial Term.

6.2 After the Initial Term, you or we may cancel this Agreement, in whole or in part, upon 30 days prior written notice.

6.3 We reserve the right to recover or disable the Meter and terminate this use at any time if in violation of the terms of use under the Federal Regulations.

6.4 After cancellation or termination of this Agreement, you must return the Meter to us in the same condition as you received it, reasonable wear and tear excepted.

UNITED STATES POSTAL SERVICE ACKNOWLEDGMENT OF DEPOSIT

UI.1 In connection with your use of a Postage Evidencing System as defined in the Code of Federal Regulations ("CFR"), you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage, both PC Postage and meters (a "Deposit"), or you may transfer funds to the Bank for deposit into your Reserve Account.

UI.2 To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.

UI.3 Any deposit made by you in your Reserve Account is subject to the Postage By Phone® Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.

UI.4 Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.

UI.5 The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with

the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.

UI.6 The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.

UI.7 PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.

UI.8 You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.

UI.9 Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

SENDPRO™ TERMS AND CONDITIONS

If you are acquiring a SendPro subscription: (i) without SendKit equipment, your Terms Of Use are set forth in Exhibit ___ below; and (ii) with SendKit equipment, your Terms Of Use are set forth in Exhibit ___ below. Your use of the SendPro application is entirely governed by the SendPro Terms of Use and any other provisions of the Pitney Bowes Terms will not apply.

C.1 - Pitney Bowes Business Manager Software License Agreement

THIS SOFTWARE LICENSE AGREEMENT STATES THE TERMS AND CONDITIONS UPON WHICH PITNEY BOWES INC. ("PITNEY BOWES" OR "LICENSOR") LICENSES THE SOFTWARE.

This license covers Business Manager software programs and user documentation supplied by Pitney Bowes. This includes Pitney Bowes' proprietary programs and databases as well as programs and databases developed by third parties and distributed under license by Pitney Bowes. It is subject to the governing Terms of the State of NC Participating Addendum (State Term Contract 600A) and the NASPO Master Agreement #: ADSP016-169897

“LICENSEE” herein shall refer to the Purchasing Entity or Using Agency that physically utilizes the Equipment and Software.

GENERAL PROVISIONS

1.0 DEFINITIONS.

1.1 Licensed Software. For purposes of this Agreement, “LICENSED SOFTWARE” shall mean LICENSOR’s Business Manager Software and any related licensed materials such as data base files, operating instructions and user manuals. LICENSED SOFTWARE shall also include any updates and revisions to the LICENSOR’s Business Manager Software that are provided to LICENSEE under the terms and conditions of the SALES/LEASE AGREEMENT entered into pursuant to the Participating Addendum or the Software Maintenance Agreement.

1.2 Sales/Lease Agreement. For purposes of this Agreement, “SALES/LEASE AGREEMENT” shall mean the sales or lease agreement between LICENSOR and LICENSEE for the LICENSED SOFTWARE entered into pursuant to the Participating Addendum and any accompanying equipment.

1.3 Term. For a sale of a Pitney Bowes Business Manager Software license to LICENSEE, “TERM” shall be co-terminus with LICENSOR’s Software Maintenance and Data Subscription Agreement (described below). For a lease of a Pitney Bowes Business Manager Software license to LICENSEE, “TERM” shall mean the term of the lease.

1.4 License Fee: For a sale of a Pitney Bowes Business Manager Software license to LICENSEE, “LICENSE FEE” shall mean the fee paid by LICENSEE for the Licensed Software only. LICENSEE FEE shall not include any fees paid by LICENSEE for any professional services, mailing equipment or peripherals. For a lease of a Pitney Bowes Business Manager Software license to LICENSEE, “LICENSE FEE” shall mean the portion of LICENSEE’s lease payment that is allocated for payment of the Licensed Software only. LICENSEE FEE shall not include any portion of LICENSEE’s lease payment that is allocated for payment of any professional services, mailing equipment or peripherals.

2.0 LICENSE TERMS AND RESTRICTIONS.

2.1 Subject to payment of all applicable fees stated in the SALES LEASE AGREEMENT for the LICENSED SOFTWARE, LICENSOR grants to Licensee and Licensee accepts, for the TERM, a non-exclusive, non-transferable license to: (i) use the LICENSED SOFTWARE only with LICENSOR's mailing machines or other hardware that is identified in the SALES LEASE AGREEMENT or an applicable Statement of Work between LICENSOR and LICENSEE; (ii) use the LICENSED SOFTWARE only at the location that is identified in the SALES LEASE AGREEMENT or an applicable Statement of Work between LICENSOR and LICENSEE; (iii) process LICENSEE's own accounting data; and (iv) utilize operating instructions and user manuals in support of the use of the LICENSED SOFTWARE. Except as authorized in the ORDER, SALES LEASE AGREEMENT, or an applicable Statement of Work consistent with the Participating Addendum between LICENSOR and LICENSEE, LICENSEE shall not use the LICENSED SOFTWARE in the operation of a time-sharing or as an application service provider. Because this license is limited to designated hardware at a designated location, prior written authorization is required from LICENSOR to transfer the LICENSED SOFTWARE to another location. Such consent shall not be unreasonably withheld.

2.2 LICENSED SOFTWARE may not be copied, except for user manuals and operating instructions ("Documentation"). Documentation in printed or electronic form may be copied solely for use in support of the LICENSED SOFTWARE.

2.3 This Agreement does not include the right to sublicense, transfer or assign the LICENSED SOFTWARE without the prior written consent of LICENSOR, and any such attempted sublicense, transfer, or assignment shall be void.

2.4 LICENSEE is authorized to use the LICENSED SOFTWARE on a single mailing machine or other hardware as defined in SALES LEASE AGREEMENT or an applicable Statement of Work between LICENSOR and LICENSEE only upon payment of the applicable LICENSE FEE. If LICENSEE wishes to add additional mailing machines or other hardware, then LICENSEE shall so notify LICENSOR, which shall then authorize such use upon payment of any applicable additional fees.

3.0 LICENSEE RIGHTS AND OBLIGATIONS.

3.1 **Installation and Acceptance.** Installation of the LICENSED SOFTWARE shall be done in accordance with the applicable invoice for such LICENSED SOFTWARE. Each copy of the LICENSED SOFTWARE shall be accepted upon installation of such copy and execution of a Delivery and Acceptance document, but in no event later than forty-five (45) days after the date of the Purchase Order.

3.2 **Confidentiality.** LICENSEE acknowledges that the LICENSED SOFTWARE and Documentation contain proprietary and confidential information of LICENSOR. LICENSEE will not disclose or show the LICENSED SOFTWARE or Documentation, or any part thereof, to anyone for any purpose other than in order to enable LICENSEE to use the LICENSED SOFTWARE in accordance with the terms of this Agreement. Upon termination of this Agreement, LICENSEE shall return all copies of the LICENSED SOFTWARE and Documentation.

3.3 **Software Maintenance.** Upon payment of the appropriate maintenance support fees, maintenance support for the LICENSED SOFTWARE ("Maintenance Support") shall be provided in accordance with the terms set forth at <http://www.pitneybowes.com/us/license-terms-of-use/shipping-and-mailing-maintenance-services-terms.html> (the "Shipping & Mailing Maintenance Service Terms"). By execution of this Agreement, LICENSEE hereby agrees to and accepts the terms and conditions of LICENSOR's Shipping & Mailing Maintenance Service Terms. Software maintenance for modifications to

the LICENSED SOFTWARE that were requested by LICENSEE shall not be included within Maintenance Support and, if such support is provided, it shall be subject to additional charges at LICENSOR's then prevailing rates.

3.4 Third Party Software. LICENSEE shall be solely responsible for: (a) entering into its own arrangements with third parties for software functionality not provided by LICENSOR as part of the LICENSED SOFTWARE; and (b) payment of all fees for third-party software not expressly included in the LICENSE FEE paid under the SALES LEASE AGREEMENT, including, without limitation, fees associated with LICENSEE's operating environment and databases, including, without limitation, Microsoft SQL. LICENSOR does not make any representation or warranty, express or implied, regarding any third party software.

4.0 PROPRIETARY RIGHTS.

4.1 The LICENSED SOFTWARE and all copies thereof are proprietary to LICENSOR or third parties under whose license LICENSOR provides the LICENSED SOFTWARE ("Third Party Licensors") and title thereto remains in LICENSOR or such Third Party Licensors. All applicable rights to any intellectual property in the LICENSED SOFTWARE or any modifications or derivative works are and shall remain in LICENSOR or such Third Party Licensors. Any third party software provided by LICENSOR remains proprietary to such Third Party Licensors. LICENSEE shall not sell, transfer, publish, disclose, display or otherwise make available the LICENSED SOFTWARE or any part thereof to anyone for any purpose other than in order to enable LICENSEE to use the LICENSED SOFTWARE as authorized by this Agreement. LICENSEE agrees to secure and protect each module, software product, documentation and copies thereof in a manner consistent with the maintenance of LICENSOR's and Third Party Licensors' rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to each program, software or documentation product to satisfy its obligations hereunder. All copies made by the LICENSEE of the LICENSED SOFTWARE, including translations, compilations, partial copies with modifications and updated works, are the property of LICENSOR. Violation of any provision of this paragraph shall be the basis for immediate termination of this Agreement. LICENSEE, in recognition of the fact that the LICENSED SOFTWARE contains highly confidential and proprietary LICENSOR information and that LICENSOR will be irreparably damaged if the security of the LICENSED SOFTWARE is breached, agrees that LICENSOR is entitled to injunctive relief, without the posting of any bond, and damages as may be determined by a court of competent jurisdiction.

4.2 Termination. LICENSOR shall have the right to terminate this Agreement if LICENSEE materially breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after it has been notified in writing of such breach.

4.3 No Decompiling: LICENSEE shall not reverse-engineer, decompile, modify or create derivative works from the LICENSED SOFTWARE or the Documentation. LICENSEE shall not generate any source code or object code listing from the LICENSED SOFTWARE. LICENSEE further agrees not to allow or assist others to do any of the foregoing. Any rights in derivative works created by LICENSEE will be deemed to be the property of and owned by LICENSOR.

4.4 Survival Beyond Termination. The terms and provisions contained in this **Section 4.0** shall survive the termination of this Agreement or any license hereunder. Upon any termination of a license hereunder, LICENSEE shall return the LICENSED SOFTWARE and Documentation and delete all copies thereof from its libraries. At LICENSOR's request, LICENSEE shall certify in writing, in a form acceptable to LICENSOR, that it has complied with its obligations under this **Section 4.0**.

4.5 Security. LICENSEE agrees to: (a) secure and protect the LICENSED SOFTWARE and Documentation and copies thereof in a manner consistent with the maintenance of LICENSOR's rights therein; and (b) take appropriate action by instruction or agreement with its employees and consultants who are permitted access to the LICENSED SOFTWARE and Documentation to: (i) prevent the LICENSED SOFTWARE and Documentation or copies thereof from being acquired by unauthorized persons or put to unauthorized use, (ii) prevent unauthorized copies of the LICENSED SOFTWARE and Documentation, and (iii) otherwise satisfy its obligations hereunder. LICENSEE shall be responsible for any such unauthorized acquisition, use or copying or other breach of its obligations under this Agreement.

5.0 LIMITED WARRANTY AND LIABILITY.

5.1 Limited Warranty.

5.1.1 LICENSOR warrants that for a period of ninety (90) days from acceptance of the LICENSED SOFTWARE as provided in Section 3.1 hereof, such LICENSED SOFTWARE, when properly installed, will conform to all substantial operational functions as described in the Documentation if used in the operating environment specified therein. Notwithstanding the foregoing, as enhanced versions of the LICENSED SOFTWARE are released, LICENSOR's obligation to correct problems in the LICENSED SOFTWARE shall only apply to the most recent version of the LICENSED SOFTWARE.

5.1.2 LICENSOR further warrants its rights to enter into this Agreement and/or the right to grant this license and agrees to defend or settle, at its expense, any action at law against LICENSEE arising from a claim that the LICENSED SOFTWARE infringes any intellectual property right, or at LICENSOR's option, it may terminate this Agreement and refund the license fee paid, pro rata, based upon a thirty-six (36) month useful life of the LICENSED SOFTWARE subject to LICENSEE's obligations under **Section 4.0** hereof.

5.1.3 LICENSOR MAKES NO FURTHER WARRANTY AND DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE WHETHER WRITTEN OR VERBAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF RESULTS, PERFORMANCE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

5.2 Limited Liability. LICENSOR's entire liability and LICENSEE's exclusive remedy shall be as follows:

5.2.1 In situations involving performance or nonperformance of the LICENSED SOFTWARE furnished hereunder, LICENSEE's sole remedy is replacement or correction of the LICENSED SOFTWARE by LICENSOR so that it will substantially perform the functions as described in the Documentation. In the event LICENSOR is unable to correct the deficiency within a reasonable period of time, LICENSOR's liability shall be limited to a refund of the license fee paid by LICENSEE to LICENSOR for the LICENSED SOFTWARE, provided the claim of nonperformance is made by LICENSEE in writing and received by LICENSOR within the thirty (90) day warranty period as set forth in **Section 5.1.1** hereof. For a lease of a Pitney Bowes Business Manager Software license to LICENSEE, LICENSOR's liability shall be limited to a refund of payments already made for the LICENSE FEE and a release from future payments with respect to the LICENSE FEE under the SALES/LEASE AGREEMENT.

5.2.2 IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY LOST PROFITS, OR OTHER SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST LICENSEE BY ANY OTHER PARTY.

5.2.3 In no event will LICENSOR be liable for the corruption of any data of the LICENSEE when the use of the LICENSED SOFTWARE is not within the contemplation of this Agreement.

5.2.4 In no event shall LICENSOR's liability under this Agreement or with respect to the LICENSED SOFTWARE, whether to LICENSEE or to third-parties exceed two (2) times what LICENSEE paid LICENSOR for the LICENSED SOFTWARE during the twelve (12) month period preceding the date of the applicable claim(s) arose, regardless of when notice of such claim(s) was given.

5.3 Modification to Software. In the event LICENSEE changes or modifies the LICENSED SOFTWARE in any manner, all warranties given hereunder are canceled and same shall release LICENSOR of any further obligation or liability.

6.0 DEFAULT.

In the event LICENSEE fails to make any payment within fifteen (15) days of the due date or breaches any other covenant contained in this Agreement, the license granted hereunder shall immediately terminate and LICENSEE shall return the LICENSED SOFTWARE and Documentation and delete all copies thereof from its libraries.

7.0 INDEMNIFICATION.

LICENSOR shall not be responsible for, and shall not indemnify, defend or hold LICENSEE harmless from any claims or suits (including reasonable attorney's fees) against Licensee by a third party based on: (a) any event that would cause the warranty in this Agreement to be inapplicable under Section 5 (whether during or after the Warranty Period); (b) use of a release of the Pitney Bowes Software that is not the most current release made available to Licensee with notification that the release must be installed and reasonable time has been provided to LICENSEE to install the new release, to the extent that such claim or suit could have been avoided or mitigated by Licensee's use of such most current release; or (c) the breach by Licensee of any of its representations set forth in Section 2 of this Agreement. This section 7 will survive any termination of this Agreement or an order indefinitely.

8.0 MISCELLANEOUS.

8.1 Assignment. This Agreement shall be binding upon and inure to the benefit of LICENSOR's successors and assigns. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by LICENSEE without the prior written consent of LICENSOR, which consent shall not be unreasonably withheld, subject to the State legislature reorganizing the Using Agency **and** upon prior written notice to Pitney Bowes.

8.2 Intentionally Omitted

8.3 Captions and Headings. All captions, headings and titles contained in this Agreement are for convenience and reference purposes only and shall not be deemed a part of this Agreement.

8.4 Partial Invalidity. If any part of this Agreement, or the application thereof, is for any reason held or otherwise found to be unenforceable, it shall be deemed severable and the validity of the remainder of this Agreement or the application of such provisions to other circumstances shall not be affected thereby.

8.5 Governing Law and Jurisdiction. This Agreement shall be interpreted in accordance with the laws of the State of North Carolina and the United States but without recourse to North Carolina's conflict of laws provisions. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Any action brought hereunder shall be brought exclusively in the courts residing in Wake County, North Carolina.

8.6 Export Laws. LICENSEE hereby gives assurances to LICENSOR that, unless it has obtained prior written authorization from the United States Department of Commerce 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 LICENSOR 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 Government or to any foreign national that is prohibited by the United States Government.

8.7 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently given if delivered by hand to the intended recipient or mailed by certified mail, return receipt requested, to: in the case of LICENSEE, to its address first set forth in this Agreement or the address to which LICENSOR sends invoices to LICENSEE; and in the case of LICENSOR, to Pitney Bowes Inc., 27 Waterview Drive (MSC 28-00), Shelton, CT 06848-8000, Attention: Business Manager Product Manager, with a copy to Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926-0700, Attn: EVP & Chief Legal and Compliance Officer. Any such notice shall be deemed delivered on the day hand delivered at the specified address or on the date shown on the return receipt.

8.8 Non-waiver. A waiver of any breach or default under this Agreement shall not constitute a waiver of any other or subsequent breach or default. Failure or delay by either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

8.9 Taxes. LICENSEE shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes (excluding income taxes), federal, state, or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement. Without limiting the foregoing, LICENSEE shall promptly pay to LICENSOR an amount equal to any such items actually paid, or required to be collected or paid by LICENSOR.

C.2 - SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

For

Distribution Solutions Software

(September 2015)

These license terms are attached to and incorporated in the governing State of NC Participating Addendum (State Term Contract 600A) under the NASPO Master Agreement #: ADSPO16-169897.

THIS SOFTWARE LICENSE AND MAINTENANCE AGREEMENT (this "Agreement") is between Pitney Bowes Inc., a Delaware corporation, with offices at 3001 Summer St., Stamford, CT 06926-0700, ("Pitney Bowes") and the customer ("Licensee") named in the sales agreement ("Sales Agreement") or lease agreement (which agreement may include financing provisions) ("Lease Agreement") entered into pursuant to the Participating Addendum with Pitney Bowes or one of its affiliates relating to one or more of the software products named in such Agreement (whichever of the Sales Agreement or the Lease Agreement is applicable is referred to herein as the "Sales/Lease Agreement"), all of which is subject to the governing provisions of the Master Agreement #: ADSPO16-169897 and the State of NC PA (Term Contract 600A). If Licensee is not a resident of the United States, Pitney Bowes will be the affiliate or subsidiary of Pitney Bowes operating in Licensee's geography. The terms of this Agreement are in addition to, and do not supersede, the terms of the Sales/Lease Agreement, except that, with respect to the Pitney Bowes Software (as defined in Section 1.1 below), this Agreement does supersede those portions of the Sales/Lease Agreement that refer expressly to software (other than those portions that relate to financing with respect to the Licensed Software).

1 LICENSE

1.1 License Grant and Term. Pitney Bowes grants to Licensee, pursuant to, and subject to Licensee's compliance with, the terms and conditions set forth in this Agreement and subject to payment of all applicable license fees relating to the Pitney Bowes Software, and Licensee accepts a non-exclusive, non-transferable license to access and use the Pitney Bowes Software for the Term (the "License"). The "Term" is: (a) a perpetual term in the case of Pitney Bowes Software subject to a Sales Agreement; and (b) the term of the applicable Lease Agreement in the case of Pitney Bowes Software subject to a Lease Agreement. This license does not include the right to grant sublicenses. **"Pitney Bowes Software"** means: (a) whichever of the software named above that is listed, with prices, in the Sales/Lease Agreement, (b) any Pitney Bowes proprietary software or third party proprietary software that connects with or interfaces the software named above to any Pitney Bowes, Licensee or third party equipment, software or service, (c) any other Pitney Bowes proprietary software and third party proprietary software that are listed, with prices, in the Sales/Lease Agreement and are directly related to Licensee's use of the software referred to in clause (a), and (d) any Pitney Bowes or third party proprietary development tools provided under this Agreement that are reasonably required to use the Pitney Bowes Software. Notwithstanding the foregoing, "Pitney Bowes Software" excludes any Pitney Bowes proprietary software and any third-party software that is subject to a separate software license agreement ("Excluded Software"). All obligations with respect to Excluded Software shall be exclusively governed by such separate software license agreement and, in the case of Excluded Software that is third-party software, shall be exclusively owed to Licensee by the third-party licensor thereof.

1.2 Software Use. Licensee is authorized to use the Pitney Bowes Software and the User Manual (as defined in Section 1.4) solely for its own internal operations at the location(s) indicated in the Sales/Lease Agreement, this Agreement or any applicable Statement of Work or Statement of Work Addendum (collectively, a "SOW"). Notwithstanding the foregoing, the Pitney Bowes Software may only be installed and used outside of the United States when the base application of the Pitney Bowes Software is installed within the United States. Licensee shall not use the Pitney Bowes Software in the operation of a time-sharing or as an application service provider. Licensee shall not allow access to the Pitney Bowes Software through any other means than those indicated in the Sales/Lease Agreement or in any applicable SOW. If this License is for a designated computer system, no authorization is required from Pitney Bowes to transfer the Pitney Bowes Software from one computer system to another at such location(s). However, transfer of the Pitney Bowes

Software to another Licensee location shall require prior written consent of Pitney Bowes, which shall not be unreasonably withheld. Upon completion of the transfer, Licensee shall certify to Pitney Bowes in writing that all copies of the Pitney Bowes Software at the prior location were either transferred to the new location or destroyed.

1.3 Computer System. Licensee is authorized to install and use the Pitney Bowes Software on a server or, if deployed in a client/server configuration, on load balanced application servers, in either case with user access as defined in the User Manual or applicable SOW. If Licensee wishes to add additional computer servers or systems or users to the computer system environment, then Licensee shall so notify Pitney Bowes, which shall deliver the Pitney Bowes Software or provide access to the Pitney Bowes Software upon payment of any applicable additional fees.

1.4 User Manual. Licensee is entitled to one (1) copy of the applicable User Manual in electronic, paper or other form as usually accompanies the Pitney Bowes Software for each License granted. "**User Manual**" means any manual and other written documentation (including on-line documentation) supplied by Pitney Bowes to Licensee at the time of delivery of, and for use with, the Pitney Bowes Software or in connection with Software Maintenance (other than updates or enhancements, if any, relating to carrier compliance), in each case where such manual or other documentation describes the core functionality of the Pitney Bowes Software. Pitney Bowes may make changes in the User Manual to correct or remove errors in documentation and to bring the User Manual into substantial compliance with the Pitney Bowes Software.

1.5 Backup Copies. Licensee shall have the right to make no more than two (2) copies of the Pitney Bowes Software solely for backup and archival purposes and exclusively for Licensee's internal use, provided that such copies include all original copyright and other proprietary notices.

1.6 Fees. Fees for the License and Software Maintenance, if applicable, are included in payments under the Sales/Lease Agreement. If the number of locations or the number of users or computer systems exceeds what is permitted by and/or paid for under the Sales/Lease Agreement, Pitney Bowes and its affiliates may charge Licensee for, and Licensee shall pay, the appropriate license and Software Maintenance fees based on such excess in accordance with the applicable rates then in effect. Value-based services separately stated in the Sales/Lease Agreement may bear a separate charge as stated therein.

1.7 Reservation of Rights. Any right not specifically granted in this Agreement by Pitney Bowes is expressly reserved. Nothing herein grants Licensee any ownership rights to the Pitney Bowes Software, or any ownership rights or license to the trademarks, copyrights, trade secrets and patents of Pitney Bowes or Pitney Bowes's licensors, other than as is necessary to execute the Pitney Bowes Software as permitted herein.

1.8 Hazardous Materials. If the Pitney Bowes Software permits the shipment of hazardous materials, the following terms apply:

(a) Licensee hereby represents and warrants that it has obtained and maintained any and all certifications, licenses or other authorizations necessary or proper in furtherance of its use of the Pitney Bowes Software, including without limitation, federal certification pursuant to United States Department of Transportation regulations regarding the identification, processing and transportation of hazardous materials. Licensee further represents and warrants that during the Term of this Agreement it will, (i) properly and consistently train its federally certified hazardous materials employee(s) concerning the entering of commodity code information into the Pitney Bowes Software in compliance with all applicable laws and regulations, (ii) ensure that any Licensee site utilizing the Pitney Bowes Software is properly certified to ship hazardous materials, (iii) ensure that a federally certified hazardous materials employee is available on any applicable site during installation of the Pitney Bowes Software, (iv) identify hazardous material commodities that are shipped, (v) prepare hazardous commodity information, (vi) enter and maintain commodity code information in the Pitney Bowes Software, and (vii) enter and maintain hazardous material templates where applicable.

(b) Licensee acknowledges and agrees that Pitney Bowes will not (i) identify what is a hazardous material, (ii) make any suggestions on what types of hazardous materials can be shipped individually or together, nor (iii) make any suggestion on what types of containers are to be used when shipping hazardous materials.

2 WARRANTY

2.1 Warranty. (a) Pitney Bowes warrants during the Warranty Period that the Pitney Bowes Software will conform to all substantial operational functions of the Pitney Bowes Software described in the User Manual if installed and used in the operating environment specified therein or in the applicable SOW. The "**Warranty Period**" for the Pitney Bowes Software is ninety (90) days from the date Licensee receives access to the Pitney Bowes Software via a license key, or any similar activation technology; provided that, due to its installation procedures, the Warranty Period for the SendSuite®Live shipping software for multiple sites ("**Multi-Site Software**") is ninety (90) days from the date of Acceptance of the Multi-Site Software at the initial site. "Acceptance" shall be deemed to have occurred on the earlier of: (i) when Licensee has indicated its acceptance of the Pitney Bowes Software; (ii) after thirty days from delivery of the Pitney Bowes Software (the "Acceptance Period") unless Licensee has provided a notice of rejection during such period; or (iii) when the Pitney Bowes Software has been installed and conforms to all substantial operational functions as described in the User Manual therefor. Licensee shall not unreasonably withhold or delay its acceptance. If the Pitney Bowes Software does not so conform during the Warranty or Acceptance Period, Pitney Bowes shall, at its option, (i) repair the Pitney Bowes Software, (ii) replace the Pitney Bowes Software or (iii) as may be applicable, refund the License fee paid under a Sales Agreement for the non-conforming Pitney Bowes Software or, if the Pitney Bowes Software is subject to a Lease Agreement, refund payments made for the License fee and secure a release from future payments with respect to such License fee under such Lease Agreement. In the case of clause (iii), this Agreement shall be deemed to be terminated as it applies to the relevant Pitney Bowes Software.

(b) If Pitney Bowes supplies carrier rate information ("**Rate Information**") to Licensee in connection with this Agreement, the media upon which the Rate Information is supplied are warranted to be free from defects for a period of ninety (90) days after installation (or after Acceptance in the case of the Multi-Site Software). Licensee's sole remedy for breach of this warranty shall be replacement of the Rate Information media. The Rate Information itself, although obtained from carriers or other sources believed to be reasonably reliable, is not warranted to be accurate, complete or correct. Pitney Bowes shall have no liability for any damages Licensee may incur as a result of Licensee's use of the Rate Information.

(c) The warranties in this Agreement shall not apply if the Pitney Bowes Software fails to perform as a result of: (i) the Pitney Bowes Software not having been used in a manner authorized by this Agreement or for the ordinary purpose for which it is designed or in accordance with the applicable SOW; (ii) the Pitney Bowes Software having been altered, modified, converted or repaired by anyone other than Pitney Bowes; (iii) the Pitney Bowes Software having been used with any Licensee or third-party hardware or software not specified in the applicable SOW; (iv) negligence, accident, misuse, abuse, operator error or any other cause within Licensee's control; (v) virus, contamination, loss of data, external forces, loss of electrical power or power fluctuation; (vi) casualty or sabotage; (vii) breach of this Agreement by Licensee; or (viii) any use of the Pitney Bowes Software beyond the number of locations or the number of computer systems permitted by and/or paid for under the Sales/Lease Agreement, except, in the case of clause (iv), (v) or (vi), to the extent the same results from Pitney Bowes's negligence or willful misconduct.

2.2 Warranty Limitation. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PITNEY BOWES SOFTWARE, EXCLUDED SOFTWARE, USER MANUAL, SOFTWARE MAINTENANCE AND OTHER SERVICES RELATING TO ANY OF THE FOREGOING ARE PROVIDED "AS IS"; AND PITNEY BOWES DOES NOT MAKE, AND LICENSEE SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PITNEY BOWES SOFTWARE, EXCLUDED SOFTWARE, USER MANUAL, SOFTWARE MAINTENANCE, OTHER SERVICES RELATED TO ANY OF THE FOREGOING OR ANY INFORMATION GENERATED BY LICENSEE'S USE OF THE PITNEY BOWES SOFTWARE, EXCLUDED SOFTWARE OR USER MANUAL. THE EXPRESS WARRANTIES GIVEN IN THIS AGREEMENT ARE GIVEN IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF OR RELATING TO RESULTS, ACCURACY, PERFORMANCE, RESOURCE UTILIZATION OR INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, PITNEY BOWES DOES NOT REPRESENT OR WARRANT THAT THE PITNEY BOWES SOFTWARE OR EXCLUDED SOFTWARE WILL MEET LICENSEE'S OR ANY THIRD-PARTY'S REQUIREMENTS, WILL OPERATE

ERROR-FREE OR UNINTERRUPTED OR FREE FROM OTHER DEFECT OR FAILURE, OR WILL BE COMPATIBLE WITH OR OPERATE IN COMBINATION WITH ANY OTHER SOFTWARE OR HARDWARE SELECTED OR USED BY LICENSEE OR ANY THIRD-PARTY, OR THAT ANY DEFECT THEREIN OR IN THE SOFTWARE MAINTENANCE IS CORRECTABLE. Some states do not allow the disclaimer of implied warranties. Therefore, the above disclaimer may not apply to Licensee.

3 PROPRIETARY RIGHTS

3.1 Ownership of Pitney Bowes Software. The Pitney Bowes Software, and all materials relating thereto, including, but not limited to, the User Manual, computer software (in object and/or source code form), script, programming code, data, information or HTML script, modifications, enhancements, adaptations or customizing thereof, and derivative works, and all trade secrets, know-how, methodologies and processes related to any of the foregoing and all copyrights, trademarks, patents, trade secrets and other proprietary rights inherent in or appurtenant to any of the foregoing (collectively, the "**Pitney Bowes Materials**") are proprietary to Pitney Bowes and/or its licensors and suppliers and shall remain the sole and exclusive property of Pitney Bowes and/or its licensors and suppliers. The Pitney Bowes Materials are protected by United States copyright and international treaty provisions. Licensee shall not sell, transfer, publish, disclose, distribute, display, copy, use or otherwise make available the Pitney Bowes Materials or copies thereof to others except as expressly permitted in this Agreement. Licensee shall not remove, disfigure or alter any of the proprietary notices or trademarks incorporated into the Pitney Bowes Materials. The Pitney Bowes Materials, and all copies thereof, including translations, compilations, partial copies, modifications and updated works, are the property of Pitney Bowes and/or its licensors and suppliers.

3.2 Security. Licensee agrees to: (a) secure and protect the Pitney Bowes Materials and copies thereof in a manner consistent with the maintenance of Pitney Bowes's rights therein; and (b) take appropriate action by instruction or agreement with its employees and consultants who are permitted access to the Pitney Bowes Materials to: (i) prevent the Pitney Bowes Materials or copies thereof from being acquired by unauthorized persons or put to unauthorized use, (ii) prevent unauthorized copies of the Pitney Bowes Materials, and (iii) otherwise satisfy its obligations hereunder. Licensee shall be responsible for any such unauthorized acquisition, use or copying or other breach of its obligations under this Agreement.

3.3 No Decompiling. Licensee agrees not to: (a) disassemble, decompile or otherwise reverse engineer the Pitney Bowes Software or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Pitney Bowes Software; (b) alter or modify the Pitney Bowes Software create derivative works therefrom; (c) circumvent, obfuscate or remove any functions in the Pitney Bowes Software; (d) alter or remove any copyright and/or patent notices in the Pitney Bowes Software; (e) reuse any license key issued by Pitney Bowes or its licensors, or defeat or subvert, or attempt to defeat or subvert, the mechanisms of the Pitney Bowes Software designed to manage authorization, verification or tracking; or (f) allow or assist others (including, but not limited to, Licensee's employees and consultants who are permitted access to the Pitney Bowes Materials) to do any of the foregoing. All rights in derivative works created by Licensee will be deemed to be the property of and owned by Pitney Bowes.

3.4 Permitted Pitney Bowes Actions. During the term of the License, if Licensee is enjoined from (or Pitney Bowes believes Licensee may be enjoined from) using the Pitney Bowes Software as a result of any action or proceeding based upon any Claim (as defined in Section 6.3), or if Pitney Bowes believes that a Claim may arise, or a Claim has been asserted, Pitney Bowes may, at its own expense and without diminishing its indemnification obligations under this Agreement: (a) procure for Licensee the right to use the Pitney Bowes Software; (b) provide Licensee with substitute software with the substantial operational functions of the original Pitney Bowes Software; (c) modify the Pitney Bowes Software, provided that it has the substantial operational functions of the original Pitney Bowes Software; or (d) terminate this Agreement as it applies to the relevant Pitney Bowes Software. If this Agreement is terminated pursuant to this Section, Pitney Bowes shall:

- (1) if Licensee is a party to a Sales Agreement with respect to the Pitney Bowes Software, refund to Licensee an amount equal to: (A) the license fee paid for the Pitney Bowes Software, multiplied by a fraction of which: (i) the numerator is thirty-six (36) minus the number of months between the commencement of the Warranty Period and

the effective date of termination; and (ii) the denominator is thirty-six (36); plus (B) any prepaid fees for Software Maintenance for the period after the effective date of termination; or.

- (2) if Licensee is a party to a Lease Agreement with respect to the Pitney Bowes Software, secure for Licensee a release from its payment obligations with respect to the License fee for the Pitney Bowes Software and its other payment obligations with respect to any such Software Maintenance fees included in its payments under the Lease due after the effective date of termination of this Agreement.

4 SOFTWARE MAINTENANCE; TRAINING

4.1 Software Maintenance. Software Maintenance for the Pitney Bowes Software shall be provided during the Warranty Period at no additional cost to Licensee as an ancillary feature of the License in accordance with the terms set forth at <http://www.pitneybowes.com/us/license-terms-of-use/shipping-and-mailing-maintenance-services-terms.html>. Software Maintenance may be available after the Warranty Period at an additional charge for as long as Pitney Bowes makes such Software Maintenance generally available to its licensees of the Pitney Bowes Software.

4.2 Training. Pitney Bowes will provide product training and other services as specified in the Sales/Lease Agreement and/or applicable SOW.

5 LIABILITY

5.1 Limitation of Liability. PITNEY BOWES'S AND ITS AFFILIATES' TOTAL LIABILITY UNDER OR RELATING TO THIS AGREEMENT AND THE PITNEY BOWES SOFTWARE PROVIDED HEREUNDER (WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT OR OTHERWISE) SHALL NOT EXCEED, IN THE AGGREGATE, TWO (2) TIMES WHAT LICENSEE PAID PITNEY BOWES FOR THE RELEVANT PITNEY BOWES SOFTWARE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE APPLICABLE CLAIM(S) AROSE, REGARDLESS OF WHEN NOTICE OF SUCH CLAIM(S) WAS GIVEN B. NOTWITHSTANDING THE FOREGOING, PITNEY BOWES'S AND ITS AFFILIATES' ENTIRE LIABILITY AND LICENSEE'S SOLE REMEDY WITH RESPECT TO THE PROVISION OF MAINTENANCE SUPPORT IS, AT PITNEY BOWES'S OPTION, REFUND OF TWO (2) TIMES THE AMOUNT PAID FOR SOFTWARE MAINTENANCE FOR THE RELEVANT LICENSED PRODUCT DURING SUCH TWELVE MONTH PERIOD, REPLACEMENT OF ANY DEFECTIVE MEDIA, OR PROVISION AGAIN BY PITNEY BOWES OF SUCH SOFTWARE MAINTENANCE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR BODILY INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION OR TO AMOUNTS THAT MAY BE OWED TO THIRD PARTIES WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.1. WITHOUT LIMITING THE FOREGOING, PITNEY BOWES SHALL HAVE NO LIABILITY WITH RESPECT TO EXCLUDED SOFTWARE.

5.2 Excluded Damages. NEITHER PITNEY BOWES NOR LICENSEE NOR ANY OF THEIR RESPECTIVE AFFILIATES SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY UNDER OR RELATING TO THIS AGREEMENT OR THE PITNEY BOWES SOFTWARE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS, LOST BUSINESS, LOST GOODWILL, LOST OR DAMAGED DATA, WORK STOPPAGE OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHAT LEGAL OR EQUITABLE THEORY MAY BE ASSERTED. THE FOREGOING DOES NOT APPLY TO AMOUNTS THAT MAY BE OWED TO THIRD PARTIES WITH RESPECT TO INDEMNIFICATION OBLIGATIONS UNDER SECTION 6 OR TO OBLIGATIONS UNDER **SEPARATE CARRIER AGREEMENTS RELATED TO THE THIRD PARTY CONTENT AVAILABLE TO YOU AS CLICK THROUGH AGREEMENTS ("CARRIER AGREEMENTS")**.

6 INDEMNIFICATION

6.1 By Pitney Bowes. Pitney Bowes shall indemnify, defend and hold Licensee harmless from all claims and suits (including reasonable attorneys fees) against Licensee by a third party alleging infringement of a copyright, trademark, trade dress, trade secret or patent arising out of Licensee's authorized use of the Pitney Bowes Software during the term of the License. Pitney Bowes shall have no obligation to indemnify, defend and hold Licensee harmless with respect to any claim or suit that is: (a) based on any Third-Party Content (as defined in Section 9.8) except to the extent that Pitney Bowes's licensors or suppliers of such Third-Party Content have indemnified, defended and held Pitney Bowes harmless; (b) based on an event that would cause the warranty in this Agreement to be inapplicable under Section 2.1(c)(i), (ii) or (iii) (whether during or after the Warranty Period); or (c) not based on the most current release of the Pitney Bowes Software made available to Licensee to the extent that such claim or suit could have been avoided or mitigated by Licensee's use of such most current release and provided that Pitney Bowes notified Licensee of the need to update to the most current release and Licensee was provided reasonable time by which to do so. The provisions of this Section shall constitute the entire liability of Pitney Bowes with respect to a copyright, trademark, trade dress, trade secret or patent infringement claim or suit.

6.2 . Pitney Bowes shall not be responsible for, and shall not indemnify, defend or hold Licensee harmless from any claims or suits (including reasonable attorney's fees) against Licensee by a third party based on: (a) any event that would cause the warranty in this Agreement to be inapplicable under Section 2.1(c)(i), (ii) or (iii) (whether during or after the Warranty Period); (b) use of a release of the Pitney Bowes Software that is not the most current release made available to Licensee with notification to Licensee of the release that must be installed, and provided that reasonable time is given to Licensee to install such release, to the extent that such claim or suit could have been avoided or mitigated by Licensee's use of such most current release; or (c) the breach by Licensee of any of its representations or warranties set forth in Section 1.8 of this Agreement. This section 6.2 will survive any termination of this Agreement or an Order indefinitely.

6.3 Procedures. Licensee (the "**Indemnified Party**") shall give the other (the "**Indemnifying Party**") prompt written notice of any matter with respect to which the Indemnified Party intends to seek indemnification under this Agreement (a "**Claim**"), provided, that the failure or delay in providing such notice shall not relieve the Indemnifying Party from any obligation to indemnify the Indemnified Party except to the extent that such failure or delay prejudices the defense of any such Claim. The Indemnifying Party may, at its election, conduct and control the defense of the Claim with counsel selected by it, subject to the Indemnified Party's consent, not to be unreasonably withheld or delayed. The Indemnified Party agrees to cooperate with the Indemnifying Party and its counsel in investigating and/or contesting any Claim. No compromise or settlement of the Claim may be effected by the Indemnifying Party without the Indemnified Party's prior written consent (which will not be unreasonably withheld or delayed), unless (a) there is no finding or admission of any violation of law by the Indemnified Party, and (b) the sole relief provided is monetary damages that are paid in full by the Indemnifying Party.

7 TERMINATION

7.1 Termination. (a) This Agreement may be terminated: (i) by Licensee, immediately upon written notice to Pitney Bowes if Pitney Bowes becomes insolvent, seeks protection under any bankruptcy, receivership, trust, deed, creditors arrangement, composition or comparable proceeding, proceedings in bankruptcy or insolvency are instituted against the other party, or a receiver is appointed with respect to the other party, or if any substantial part of the other party's assets is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution; or (ii) by Pitney Bowes, upon written notice to Licensee, as provided in Section 3.4; or (iii) by Pitney Bowes or Licensee, upon written notice to the other, in the event of a material breach of this Agreement or the Sales/Lease Agreement, including but not limited to non-payment of amounts due to the other party, by such other party that is not cured within thirty (30) days after receipt by such other party of written notice thereof.

(b) The License shall immediately terminate upon: (i) Licensee's unauthorized use, transfer or copying of the Pitney Bowes Materials, or any portion thereof; or (ii) Licensee's breach of Sections 3.1-3.3 or 9.14 or the Carrier Agreements.

7.2 Reserved.

7.3 Remedies. Except as otherwise expressly provided in this Agreement, the obligations of Pitney Bowes to Licensee in respect of any breach of any term, condition or warranty (whether implied, by statute or otherwise) shall be limited, at Pitney Bowes's option, to: (a) using commercially reasonable efforts to correct or replace the defective feature of the Pitney Bowes Software in breach of such term, condition or warranty; or (b) the resupply or cost of resupply of any services. Such obligations shall only apply if Pitney Bowes is given written notice of such breach within thirty (30) days after the State is aware of the occurrence of such breach.

7.4 Effect of Termination. Upon termination of the License or this Agreement, Licensee shall cease use of the Pitney Bowes Materials and shall irretrievably delete and/or remove such items from its servers, terminal and other computer systems and, to the extent not so deleted and/or removed, return such items, together with all copies thereof, to Pitney Bowes; and Licensee shall certify compliance with the foregoing in writing.

7.5 Survival. The following shall survive termination of this Agreement: Sections 2.2, 3.1-3.3, 5, 6, 7.2, 7.4, 7.5 and 9 and the portions of the Carrier Agreements indicated therein as surviving.

8 FORCE MAJEURE

A party hereto shall be excused from any obligation under this Agreement (other than payment and confidentiality obligations) to the extent and for so long as non-fulfillment of such obligation is due to fire, flood, storm, earthquake, epidemic, strike, civil war, riot, terrorism, explosion, compliance with any law, order or decree of any court or government agency or other cause beyond such party's reasonable control; provided, however, that such party's non-fulfillment of its obligation does not exceed ninety (90) days in duration.

9 MISCELLANEOUS

9.1 Governing Law. This Agreement and the rights and duties set forth herein, shall be governed by and construed in accordance with the laws of the State of North Carolina, but without recourse to that state's conflict of laws provisions. In the event of any dispute arising out of or relating to this Agreement, a suit shall be brought only in a federal or state court of competent jurisdiction located in Wake County in the State of North Carolina. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

9.2 Reserved

9.3 Reserved

9.4 Reserved

9.5 Reserved.

9.6 Binding Effect; Assignment. This Agreement shall be binding on and inure to the benefit of parties hereto and their respective successors and permitted assigns. Licensee may not assign this Agreement or assign, sublicense or transfer any of its rights hereunder without the prior written consent of Pitney Bowes, which consent shall not be unreasonably withheld, conditioned or denied; provided, however, that Licensee may assign this Agreement to an affiliate of Pitney Bowes for the purpose of such entity providing Licensee financing with respect to the Pitney Bowes Software; provided

further that Licensee may assign this Agreement upon prior written notice to Pitney Bowes in the event the State legislature reorganizes the Using Agency.

9.7 Confidentiality. Licensee acknowledges that the Pitney Bowes Materials contain proprietary and confidential information. Licensee will not disclose or show the Pitney Bowes Materials, or any part thereof, to anyone for any purpose other than in order to enable Licensee to use the Pitney Bowes Materials in accordance with the terms of this Agreement. Upon termination of this Agreement, except as otherwise provided in Section 7.4, Licensee shall return all copies of the Pitney Bowes Materials. This Agreement (including any amendments), including the terms hereof, is confidential information of Pitney Bowes and shall not be disclosed by Licensee.

9.8 Third Party Content; Regulated Functionality. Various third party software and other documentation ("**Third Party Content**") may have been incorporated into the Pitney Bowes Materials by Pitney Bowes under permission from Pitney Bowes's licensors and suppliers. The United States Postal Service ("**USPS**") or other governmental bodies may regulate certain functionality of the Pitney Bowes Software. Special terms and conditions applicable to the Third Party Content or such functionality are included in the **Carrier Agreements**; and Licensee agrees to be bound by and to comply with such terms and conditions. Any terms and conditions in such Carrier Agreements 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 or such functionality. Pitney Bowes may amend such Carrier Agreements from time to time, by providing the revised portions of such Agreements to Licensee, to reflect (a) changes in Pitney Bowes's arrangements with its licensors or suppliers for Third-Party Content, or (b) regulatory requirements. Notwithstanding the foregoing, any separate software license agreement provided with any Excluded Software shall apply to such Excluded Software.

9.9 Termination of Third Party Content. If Pitney Bowes's license to any Third Party Content terminates, Licensee agrees: (a) that the Sales/Lease Agreement and all other agreements between Pitney Bowes or any of its affiliates and Licensee related thereto (e.g., equipment or software maintenance agreements) shall remain in full force and effect in accordance with their terms; (b) upon Pitney Bowes' written request, to discontinue use of, and/or return the terminated Third Party Content; and that in the event of such request for discontinuance, Pitney Bowes shall have no further obligation with respect to such Third Party Content.

9.10 Other Functionality. Licensee shall be solely responsible for: (a) entering into its own arrangements with third parties, including carriers, for software functionality not provided by Pitney Bowes as part of the Pitney Bowes Software; and (b) payment of all fees for third-party software not expressly included in the License fee paid under the Sales/Lease Agreement, including, without limitation, fees associated with Licensee's operating environment.

9.11 Reserved-

9.12 Audit. Pitney Bowes may conduct, or have conducted, during normal business hours and upon prior notice, audits of Licensee's use of the Pitney Bowes Software to verify Licensee's compliance with this Agreement. Licensee shall cooperate with such audits; and, if requested, shall provide Pitney Bowes with copies of audited materials. Such audits shall be conducted not more than once per calendar year, unless the prior audit reveals a material breach of this Agreement with respect to such use. Pitney Bowes's cost of any audit requested by it shall be borne by Pitney Bowes unless such audit discloses an underpayment based on usage or otherwise due to Pitney Bowes in excess of five percent (5%) of the amount actually due or use of the Pitney Bowes Software or Materials that constitutes a material breach of this Agreement, in which case the cost of such audit shall be borne by Licensee.

9.13 U.S. Government Restricted Rights. The Pitney Bowes Software and Materials are provided with "RESTRICTED RIGHTS". Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in FAR52.227-14 and DFAR252.227-7013 et seq. or their successors. The use of the Pitney Bowes Software by the United States Government constitutes acknowledgment of Pitney Bowes's proprietary rights in the Pitney Bowes Software. Further, the Pitney Bowes Software and Materials are deemed to be "commercial computer software" and "commercial computer software documentation" as defined in DFARS Section 227.7202 and FAR Section 12.212, as applicable. Any

use, modification, reproduction, release, performance, display or disclosure of the Pitney Bowes Software and Materials by the United States Government shall be solely in accordance with the terms of this Agreement.

9.14 Export and Other Laws. Licensee agrees that, unless it has obtained prior written authorization from the United States Department of Commerce or is otherwise permitted by the United States Department of Commerce Export Administration Regulations and, in either case, has the prior written consent of Pitney Bowes, 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 Government or to a foreign national that is prohibited by the United States Government. Without limiting the foregoing, Licensee and Pitney Bowes shall comply with all applicable laws and regulations relating to the Pitney Bowes Software and its use.

9.15 Use of Information. Pitney Bowes and its affiliates may collect and use information Licensee provides or Pitney Bowes obtains or which is derived from Licensee's use of the Pitney Bowes Software (including, without limitation, shipping information) or Software Maintenance and other services for the Pitney Bowes Software; provided that such information shall be used for Pitney Bowes's internal purposes related to macro-level systems analysis and research, customer segmentation and/or the manner or method in which Pitney Bowes conducts business with its customers.

9.16 Captions and Headings. All captions, headings and titles contained in this Agreement are for convenience and reference purposes only and shall not be deemed a part of this Agreement.

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

9.18 Taxes. Licensee shall pay, for, all charges and taxes which are based on, measured by, imposed on, resultant from or levied upon this Agreement, the sale, purchase, personal property ownership, leasing, value, possession, or use of the Pitney Bowes Software, including, without limitation, sales, excise, use or property taxes, but excluding taxes on or measured by Pitney Bowes's net income. Such charges and taxes shall be collected from Licensee and remitted by Pitney Bowes to the appropriate tax authorities to the extent that Pitney Bowes is required by law to do so.

C.3 - Shipping & Mailing Maintenance Services Terms for the Distribution Solutions Software License and Maintenance Agreement

Subject to governing terms of the Master Agreement #: ADSPO16-169897 and the State of NC Participating Addendum (PA) (State Term Contract 600A) and applicable to the Distribution Solutions Software License and Maintenance Agreement

MAILING AND SHIPPING SOFTWARE AND DATA PRODUCTS

SOFTWARE MAINTENANCE, SUPPORT, AND DATA SUBSCRIPTION SERVICES

UNITED STATES AND CANADA

Pitney Bowes ("PB") offers a world class level of technical support to our clients, providing assistance in the resolution of technical issues with PB software products, ensuring that our clients have access to the most up to date versions available of their licensed software, and updates to Data subscriptions (the "Products"). Two (2) levels of Software Maintenance Services ("SMA" or "Maintenance Services") are available to clients, based on the client's needs and elected at time of purchase. All Maintenance Services are provided in accordance with the license agreement and applicable ordering document (the "Order") between you and PB related to the applicable Product. Maintenance Services do not include professional services, custom development, new feature additions, hardware support, hardware parts or consumable supplies, equipment support, system back-ups, training or other services, which, if purchased by you, will be set forth elsewhere in your license agreement or in a separate agreement with PB.

Last Modified November 28, 2016

PB will provide you with the following Maintenance Services, based on the elected Tier.

SMA TIER 1 (STANDARD) MAINTENANCE SERVICES.

As part of SMA Tier 1 Maintenance Services, PB will provide you with the following:

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

2. TECHNICAL SUPPORT. PB provides all technical support over the phone and via the Internet ("Remote Support") unless otherwise specified. To receive Remote Support you will be requested to provide access to your system or computer, and it is within your discretion to determine the level of access granted to PB to receive Remote Support, which you grant at your own risk. When logging an issue it is required that you provide information in sufficient detail for PB to reproduce the problem. PB can also assist you in the diagnosis of your IT environmental or infrastructure issues for an additional fee.
 - a. Telephone Support. PB Product Support is available from 7 am to 7 pm Central Time, Monday through Friday, excluding PB observed US holidays ("Normal Operating Hours"). You may contact PB Product Support toll-free by phone during Normal Operating Hours. Contact numbers are located at www.pitneybowes.com.

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

3. FIXES. Corrections or changes to the Product to correct errors or otherwise make the Product materially conform to the applicable Product documentation (commonly referred to as "fixes" or "patches").

4. PRODUCT UPDATES. PB will provide you with customer-installable updates, some that may be required to support industry compliance or continued use of the Products, as they become commercially available ("Updates"). Updates may include fixes or minor changes to the Product or additional carrier functionality or routine revisions to comply with carrier requirements. Updates may include changes to the Product documentation to reflect changes included in the applicable Update. You must be fully current with the installation of all Updates to be eligible to receive Maintenance Services. New features or functionality for the Product and non-routine or non-generally applicable revisions ("Upgrades") may become available from time to time, for an additional fee. PB reserves the right not to add functionality or carrier services, even though they may be available from the carrier.

5. DATA UPDATES. If your Product includes data that is licensed separately as a subscription ("Data"), PB will distribute to you each Update to the Data as they are made available to PB by its third party vendors, or with the frequency set forth in your license agreement or Order. If you require additional distribution of the Data or a Data Update, an additional service charge may apply.

6. RATE CHANGES. If your Product requires carrier rate information supplied by PB, client-installable rate change replacements will be provided to you based on the carrier coverage selected in the Order. Rate change replacements include postal or carrier rate increases and decreases, zip code or zone changes and changes in service provided by carriers (e.g. required new report formats or geographical expansions) and, if elected on the Order, a single UPS custom rate change per calendar year. Rate changes do not include other custom rate changes, new classes of services offered by carriers, and new rates needed to establish a new home zip code because of a change in location.

7. DELIVERY; IMPLEMENTATION. All Updates, Upgrades, fixes, Data Updates and rate changes will be delivered electronically unless physical media options are provided at PB's discretion. All Updates, etc. are your responsibility to install and implement unless otherwise agreed to in writing by PB, which will incur fees at PB's then current rates.

8. ON-SITE SUPPORT. On-site support is not offered under SMA TIER 1 maintenance service. If you request on-site support, you will incur fees at PB's then-current rates at the time of the request.

SMA TIER 2 MAINTENANCE SERVICES (Available in US only).

Includes all the services provided in SMA Tier 1, plus if Remote Support is unsuccessful at resolving the reported issue, on-site service and support will be provided at your location for no additional charge. If PB determines that support must be provided on-site, such support will be provided Monday through Friday, from 8 am to 5pm in your local time zone, excluding PB observed holidays. Average response time is within one (1) business day of PB determining that on-site support is required. Request for on-site support outside of these hours or without providing PB with access and opportunity to solve issues remotely may result in additional fees.

STANDBY SUPPLEMENT OPTION (Available in US Only).

Under your SMA Tier 1 and SMA Tier 2 options, you may elect to purchase supplemental Standby Support. This option will make emergency Remote Support, (and not general user queries) available to you outside of Normal Operating Hours. You access this support by contacting the PB Product Support toll free number. This Standby option is charged at an annual or monthly rate as set forth in your Order, with additional usage fees associated with each incident of Standby Support accessed at then-current rates.

PREMIER SUPPORT ADD-ON SUPPLEMENT OPTION (Available in US Only).

Under your SMA Tier 1 and SMA Tier 2 options, you may elect to purchase supplemental PREMIER SUPPORT. This option is charged at an annual or monthly rate as set forth in your Order and will make the following Premier Support service benefits available to you:

- Upon initial sign up for Premier Support, your assigned Account Manager will contact you at the phone number you provide with your Order, confirm future preferred method of contact, and discuss the following benefits.
- You will be given a premier 4-digit PIN number to access the team of Premier Support Agents and Case Managers. This gives you direct access to Level 2 Support Desk Agents and Case Managers for product support issues.
- When you use the premier PIN code, your call will be queued in front of all non-Premier calls and routed to the Level 2 Support Desk Agents. As a result your call will be answered ahead of any other non-Premier callers.
- Your product support case will be managed by a single point of contact all the way through the resolution of your case. If Pitney Bowes determines a dispatch of a technician to your site must be created, your assigned Case Manager will coordinate the field technician visit with our dispatch center so that it is handled in an expedited manner and follow up to ensure successful resolution.
- You are able to request alternate forms of remote access sessions for product support initiated by you. Upon your request, we will make reasonable attempt to employ the remote access technology that you choose for product support.
- Should any parts be required, we will make reasonable attempt to expedite the part(s) to your location for next day installation and repair.
- Your assigned Account Manager will conduct a support assessment two (2) times per calendar year which would include consultative analysis to ensure you are optimizing the value of this level of support.

SMA and Add On Features

SMA Coverage Attributes	No SMA	SMA Tier 1	SMA Tier 2	24/7 Supplement (Add on)	Premier Support (Add on)
Self Help: 24/7 access to web self-help and user and product support articles	Included	Included	Included	Per SMA Tier opted	
Technical Support: Telephone and Remote, Mon-Fri 8AM EST to 8PM EST	Billable	Included	Included		
Distribution of Software Fixes, Patches, Updates, Carrier Rate Changes (if applicable), and Data Updates (if applicable)	Billable	Included	Included		
On-Site Support	Billable	Billable	Included		
Refresher Training	Billable	Billable	Billable		
24/7 Emergency Standby Phone Support Coverage	Billable	Billable	Billable	Included	Billable
Direct Access to Premier Support Case Agents	Not available	Not available	Not available	Not available	Included
Assigned Account Support Manager	Not available	Not available	Not available	Not available	Included
First In Line Phone Routing	Not available	Not available	Not available	Not available	Included
Expedited Field Dispatch	Not available	Not available	Not available	Not available	Included
Expedited (Overnight) Parts Shipment	Billable	Billable	Billable	Billable	Included
Semi Annual Support Review	Not available	Not available	Not available	Not available	Included
Installation of Carrier Rates Updates	Billable	Billable	Billable	Billable	Included

SERVICE LEVELS.

PB will use commercially reasonable efforts to respond to issues you report. Initial determination and classification of reported issues will be made by PB, who will evaluate the reported issue and assign it an appropriate severity level.

SEVERITY LEVEL	DESCRIPTION OF ISSUE	STATUS UPDATES	PB ACTION
	Mission-critical emergency organization is directly impacted, and Primary functionality of the Product is lost and No Temporary Workaround available at time of the call	No less frequently than daily at end of day	Critical issues are worked on continuously during Normal Operating Hours until the Critical issue is resolved or a Temporary Workaround is found. A plan will be developed to resolve the issue with the primary functionality of the Product and appropriate resources will be identified to implement the plan. When Temporary Workaround is identified and implemented the severity level is downgraded.
	Severe loss or reduction of service; and An important function is experiencing a reproducible problem causing serious inconvenience, and primary functionality of Product is reduced; but A Temporary Workaround is available.	No less frequently than daily at end of day	High severity issues are worked on during Normal Operating Hours until the issue is resolved or a Workaround is identified. A plan will be developed to resolve the primary product functionality of the Product and appropriate resources will be identified to implement the plan.
Medium	Minor loss or reduction of service Secondary function is impaired or experiencing an intermittent problem; a less common operation fails frequently but with some inconvenience Medium effort Workaround is available.	Weekly or upon request	PB will use commercially reasonable efforts to provide an acceptable Workaround and incorporate a solution to the problem in the earliest possible scheduled maintenance or product release. PB Product Support may be contacted for status monitoring of any error.
Low	Minor inconvenience of service A less common operation fails occasionally causing low level inconvenience. Low effort Workaround is available.	Upon Request or mutually agreeable time schedule	PB will use commercially reasonable efforts to provide a Workaround. As appropriate the issue will be logged as an error or request and a tracking number provided; every effort will then be made to incorporate a solution in a future product release. PB Product Support may be contacted for status monitoring of any error.

A "Temporary Workaround" is a Workaround that provides a temporary solution to the reported issue, but is not suitable for permanent use.

A "Workaround" is any solution to a reported issue that does not involve changing the source code of the Product, including using alternate process/approach/method to successfully accomplish the task while bypassing the problem, or installation changes including upgrading to a newer version of the Product incorporating a fix or upgrading the operating system, version, or service pack.

ELIGIBILITY. You are entitled to receive Maintenance Services for your Product under the following conditions:

1. Your license agreement and maintenance term are both paid up and current;
2. You have identified to PB appropriate technical support contacts within your organization (if your agency/organization has 50 or more users, please see Multiple User Policy, below);
3. You have implemented the most current update or patch available for your Product;
4. You have performed routine and preventative maintenance on your systems, including disaster recovery backups, operating system updates, implementing anti-virus protection, and SQL patches and updates;

5. Your Product has not been modified (if such modification was performed by PB at your request, additional fees may apply for Maintenance Services on modified Product); and

6. Your use of the Product is in accordance with your license agreement and the documentation and in the manner reasonably intended by the Product. Maintenance Services will not be provided to installations of the Product in unsupported environments.

TERM; TERMINATION. Maintenance Services are billed and provided in 12 month periods, which begin on the effective date of your license agreement and will automatically renew for each subsequent 12 month period unless you provide written notice of your intent to terminate Maintenance Services before 60 days prior to the end of the current term. You will receive an invoice within 45 days of commencement for each renewal term reflecting the then-current rates for Maintenance Services, which will be payable in accordance with your license agreement. If your license agreement includes a leasing arrangement, the term of Maintenance Services will be the term of your lease, and your obligation to pay for Maintenance Services will be set forth in the lease agreement. Maintenance Services are non-terminable during the term unless otherwise permitted in the license agreement (i.e. for PB's uncured material breach), or in the case of the discontinuance of or material change to the Maintenance Services by PB, which in such case will be terminable within 30 days of your receipt of notice from PB detailing the change. If PB discontinues or materially changes Maintenance Services for your Product and you elect to terminate Maintenance Services, your sole remedy will be a pro-rata refund of pre-paid but unused Maintenance Service fees (or a reduction of lease payments in the amount allocated to such Maintenance Services for the balance of the lease term).

MULTIPLE USER INSTALLATIONS (For 50+ users at any individual location).

If your Product has 50 or more users at any location within your organization, Maintenance Services are provided under the following policy:

1. You must identify a limited number of your staff to become trained by PB on the Product you license in order for such staff to be able to provide limited technical support to other users within your organization ("Authorized Personnel").

2. After staff training is complete, all users within your organization should log all initial requests for technical support with the Authorized Personnel in a manner to be determined and established by you. Authorized Personnel will be responsible for responding to all internal requests for technical support, resolving all "how to" and other questions or problems, and escalating internally within your organization for further support and determination of the nature of the problem, and ensuring that the problem is with the Product, and is not able to be addressed internally within your organization. For such problems that are unable to be addressed without PB assistance, a limited number of Authorized Personnel will be mutually agreed to as responsible for escalating requests for assistance to PB, who will then provide technical support assistance to the Authorized Personnel for issue resolution with the Product. Any issue escalated to PB for technical support must be related to the Product (and not to the organization's operating environment or other hardware or software) and must be documented in sufficient detail in order to reproduce the problem.

3. If your organization does not have Authorized Personnel available, PB may be able to provide additional technical support assistance for an additional fee (please consult your account representative for more information).

C.4 - ConnectRight Mailer End User License Agreement (EULA)

This is an agreement (the "Agreement") between you ("Licensee") and Pitney Bowes Inc. ("PBI" or "Licensor"). By using the software, the terms of this EULA apply.

1. Definitions. As used in this Agreement, the following terms have the meanings set forth below:

"Computer" means the stand alone personal computer on which the Software is authorized to be installed and used;

"Documentation" means the current technical and user documentation for the Software;

"Licensee Data" means the data provided by Licensee for processing by the Software.

"Order" means the Sales Agreement or Lease Agreement between PBI and Licensee pursuant to which a Licensee licenses the Software and obtains related services under the governing terms of the Master Agreement #: ADSPO16-169897 and the State of N PA (State Term Contract 600A);

"Software" means the ConnectRight Mailer software and related processing service; and

"Warranty Period" means the ninety (90) day period following initial delivery of the Software.

2. Grant of License.

a) Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use the Software on the number of Computers set out in an Order solely for use at the location set forth in the Order for Licensee's internal business purposes

only, which may include using the Software to perform services for Licensee's own customers or Affiliates, so long as Licensee does not permit any of Licensee's customers or Affiliates to directly access the Software. The grant of rights to the Software is not a sale of the Software. Licensor and its third party providers reserve all rights not expressly granted by this Agreement.

b) Licensee may make a single copy of the Software and Documentation solely for back up or disaster recovery purposes for each Computer for which a license was purchased. Licensee must reproduce all copyright, trademark, trade secret and other proprietary notices in such copies. The back up or disaster recovery copies can only be used to perform disaster recovery testing or if the Computer becomes inoperative and may not be used concurrently with the production copies of the Software.

c) USPS Data. The Software contains data licensed from the United States Postal Service ("USPS"). In addition to the terms of this Agreement and the Order, license terms applicable to use of the USPS Data can be found at <http://www.pb.com/license-terms-of-use/usps-forms.shtml> and are hereby incorporated into this Agreement by reference.

d) Licensee License. Licensee hereby grants to PBI a non-exclusive, royalty-free right and license to use the Licensee Data to provide data processing services through the Software.

3. General Use Restrictions. Licensee will not: (i) make derivative works of the Software; (ii) reverse engineer, decompile or disassemble the Software or any portion thereof; (iii) make copies of the Software or Documentation except as otherwise authorized in Section 2(b); (iv) disclose the Software, Documentation or any other Licensor information marked confidential or proprietary to any third party; (v) sublicense, rent, lease, lend, or host the Software to or for other parties; (vi) attempt to unlock or bypass any initialization system, encryption methods or copy protection devices in the Software; (vii) modify, alter or change the Software; (viii) alter, remove or obscure any patent, trademark or copyright notice in the Software or Documentation; or (ix) use components of the Software independent of the Software they comprise.

4. Fees; Payment Terms.

a) Licensee will pay to Licensor, or Licensor's authorized designee or agent, the license, training and any other fees set out in an Order. All fees identified in an Order or this Agreement and any applicable taxes are due and payable within thirty (30) days from the date of Licensor's invoice. Unless otherwise identified in an Order, all fees are stated in and will be paid in United States currency.

b) The fees do not include any amount for taxes. Licensee will pay all federal, state and local sales, use, property, excise, and other taxes imposed on or with respect to this Agreement or an Order for the products and/or services provided hereunder. If any sales, use, excise or other taxes (except for taxes based on Licensor's net income) are assessed against or required to be collected in connection with this Agreement or an Order, Licensor will itemize such taxes on invoices issued in connection with an Order.

5. Technical Support. Licensee is eligible to receive reasonable amounts of telephone technical support to assist Licensee with use of the Software. In addition, Licensor will provide updates, enhancements and bug fixes to the Software for Licensee's use as they are made commercially available. These technical support services are included in the license fees paid by Licensee for the Software.

6. Warranties; Disclaimers.

a) Licensor Warranties.

(i) Licensor represents and warrants that it has the right to grant to Licensee the rights granted hereunder.

(ii) Licensor represents and warrants that during the Warranty Period the Software will perform all material functions set out in the Documentation for such Software and otherwise operate in substantial accordance with such Documentation. If, during the Warranty Period the Software fails to comply with this warranty, Licensee must notify Licensor in writing of any alleged errors or non-conformities with the Software. Licensor will have thirty (30) days from receipt of such notice or an additional period of time as reasonably agreed to by the parties to correct such errors or non-conformities in accordance with the Documentation. If Licensor is unable to timely correct such errors or non-conformities, Licensee may elect to terminate the license to such Software. If Licensee terminates the license to such Software during the Warranty Period in accordance with this Section, Licensee will, as its exclusive remedy, receive a refund of all fees previously paid for such Software.

(iii) LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR THAT LICENSOR WILL CORRECT ALL PRODUCT ERRORS.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED "AS IS" AND LICENSOR AND ITS THIRD PARTY SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE AND SERVICES FURNISHED UNDER THIS AGREEMENT, 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.

(iv) LICENSOR WILL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES CAUSED BY THE UNAUTHORIZED USE OF THE SOFTWARE OR ACTS OF ABUSE OR MISUSE BY LICENSEE. IN ADDITION, LICENSOR WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE IN CONNECTION WITH OR ARISING OUT OF THE INTERRUPTION OR LOSS OF USE OF THE SOFTWARE OR THE LOSS OR CORRUPTION OF LICENSEE'S DATA OR FILES PROCESSED OR STORED BY THE SOFTWARE.

(v) Licensor shall not indemnify Licensee for any claims asserted against Licensor as a result of its processing of Licensee Data.

b) Licensee Warranty.

(i) Licensee represents and warrants that Licensee has all legal rights necessary to provide the Licensee Data to PBI for processing and that the Licensee Data does not infringe, misappropriate, or violate any intellectual property or other right of any third party.

(ii) Licensee represents and warrants that Licensee's purposes for using and processing Licensee Data is permitted under all applicable state and federal law, rule or regulation, and that Licensee's use of Licensee Data (including

processing Licensee Data by the Software) complies with all applicable law.

7. Limitation of Liability.

DISCLAIMER. NEITHER PBI 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.

MAXIMUM LIABILITY. IN ANY EVENT, LICENSOR AND ITS THIRD PARTY SUPPLIER'S MAXIMUM LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT, CONTRACT OR OTHERWISE) WILL NOT EXCEED.

TWO (2) TIMES WHAT LICENSEE PAID LICENSOR FOR THE RELEVANT PITNEY BOWES SOFTWARE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE APPLICABLE CLAIM(S) AROSE, REGARDLESS OF WHEN NOTICE OF SUCH CLAIM(S) WAS GIVEN.

8. Term; Termination.

a) This Agreement will commence as of the date set forth in the Order and will continue in effect until the Order is terminated or otherwise as set forth in this Agreement.

b) Either party may terminate this Agreement 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 thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.

- c) Upon: (i) expiration of a term license to any of the Software, unless such term license is renewed; (ii) termination of the license to any of the Software for any reason; or (iii) termination of an Order, Licensee will immediately cease use of the Software and delete and/or remove all copies of the Software from its servers, terminals and other computer systems and promptly return or destroy all copies of the Software, Documentation and any other Licensor confidential and proprietary information in Licensee's possession. If requested, Licensee will certify compliance with the foregoing in writing.
- d) Sections 4 (Fees, Payment Terms), 6 (Warranties, Disclaimers), 7 (Limitation of Liability), 8 (Term, Termination), 12(e) (General), 13 (Applicable Law), 14 (Verification) and other sections that by their nature are intended to survive will survive termination of this Agreement or an Order indefinitely or to the extent set out therein.
9. Force Majeure. Except for Licensee's payment obligations, neither party is responsible from any delay or failure to perform resulting from causes beyond its reasonable control.
10. Assignment. Licensee is not permitted to transfer or assign any of its rights or obligations under an Order or this Agreement without the prior written consent of Licensor, which consent will not be unreasonably withheld, delayed or denied. Any such transfer or assignment without Licensor's written consent will be void and of no force and effect.
11. Publicity. Subject to Licensee's consent, which will not be unreasonably withheld, delayed or denied, Licensor may prepare a press release, case study or other collateral regarding Licensee's use of the Software. Except as provided herein, neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, provided, however, Licensor may include Licensee's name in any client list.
12. General.
- a) No waiver of any breach of any provision 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 performance 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 must be in writing and be sent by overnight courier or delivered in person to the party's address set forth in this Agreement. Any other notice required to be provided by Licensor under this Agreement may be sent by United States mail or e-mail to the individual designated by Licensee. Any notice delivered to Licensor hereunder must be sent to the attention of "Contract Administration."
- 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) If physical delivery of the Software is required, delivery of the Software will be FOB destination (within the United States) and for deliveries outside of the United States or from any country outside of the United States, delivery will be Carriage Paid To (CPT). Licensor may, to the extent available, deliver the Software or access key codes electronically via the Internet or permit Licensee to download the Software or access key codes from Licensor's website.
- e) Licensee agrees not to export, re-export, or provide the Software to: (i) any country to which the United States has embargoed goods; (ii) any

person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Denied Persons List; or (iv) any person or entity where such export, reexport or provision violates any U.S. Export control or regulation.

f) 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.

13. Applicable Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of North Carolina without regard to its principals of conflict of laws. 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 Wake County in the State of North Carolina.

14. Verification. Upon ten (10) days written notice, Licensor or its designated third party may verify Licensee's compliance with the terms of the Agreement and applicable Order at all locations

and for all environments in which Licensee uses the Software. Such verification will take place no more than one (1) time per twelve (12) month period during normal business hours in a manner which minimizes disruption to Licensee's work environment. Licensor may use an independent third party under obligations of confidentiality to provide assistance. Licensor will notify Licensee in writing if any such verification indicates that Licensee has used the Software in excess of the use authorized by the Agreement or Order. Licensee agrees to promptly enter into an Order and pay all associated fees directly to Licensor for the charges that Licensor specifies including, but not limited to: (i) any excess use; (ii) maintenance and/or subscription fees for the excess use for the duration of such excess or (2) two years, whichever is less; and (iii) any additional charges determined as a result of such verification.

15. U.S. Government Restricted Rights. If Licensee is an agency of the United States Government, the Software will be deemed "commercial computer software" or "commercial computer software documentation" and the Government's rights with respect to such Software and Documentation are limited by the terms of this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable.

USPS TERMS

USPS Terms - DPV/LACS and SuiteLink Product:

The following terms apply solely to Your use of the United States Postal Service ("USPS") data that is provided under license from PBSI. These additional terms amend the license agreement ("Agreement") between Pitney Bowes Software Inc. ("PBSI") and the applicable licensee as indicated in the Agreement ("You"). Your use of the USPS Data constitutes acceptance of the terms set forth herein. Capitalized terms used herein and not otherwise defined have the meaning assigned to them in the Agreement. The terms and conditions set forth below supersede any conflicting terms and conditions in the Agreement. a) The delivery point validation (the "DPV Product"), LACSLink and SuiteLink and any updates, materials, know-how, computer code, and technical

information (hereinafter collectively, the "USPS Data") are confidential and proprietary to the USPS and shall remain the property of USPS. You shall maintain the USPS Data in strict confidence in accordance with the terms of the Agreement.

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

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

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

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

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

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

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

i) Notwithstanding any provision set out in the Agreement regarding any limitation of liability, You shall promptly reimburse PBSI to the full amount of any damages or other claims that PBSI is required to pay, and shall otherwise hold PBSI harmless from demands, costs and damages paid to third parties, which are a result of Your failure to comply with any of the obligations set out in these provisions.

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

ON-DEMAND SUBSCRIPTION SERVICES AGREEMENT FOR SENDPRO ENTERPRISE

Thanks for using our on-demand subscription services. These terms define how you're allowed to use the on-demand subscription services under the governing terms of Master Agreement #: ADSPO16-169897 and the State of NC Participating Addendum (PA) (State Term Contract 600A) and how we'll treat your account while you're utilizing the on-demand subscription services. If you have any questions about our terms, feel free to [contact us](#).

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

The web sites through which you access the on-demand subscription services (each a "Site"; the on-demand subscription services and the Sites are collectively called the "Services") are owned and operated by us or our vendors. Additional SendPro[®] Enterprise subscription product-specific terms ("Product Terms") can be found in Exhibit A attached hereto and are incorporated into this Agreement.

1. Eligibility

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

2. Use of the Service

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

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

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

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

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

3. Term and Termination; Suspension

- a) The term of this Agreement begins on the effective date of the Order and will remain in effect for each Service for the duration of the Order or SOW applicable to such Service. Each Order or SOW will be effective as of the date in such Order or SOW and will remain in effect until its expiration or until your account is closed. If this Agreement is terminated, any Order entered into beforehand will, unless terminated under another provision of this Agreement, remain in effect for its entire term and this Agreement will remain in effect for the Order until its termination.
- b) Except as set forth in an Order, SOW or Product Terms, you or we may terminate your account at any time and for any reason by giving thirty days' notice to the other and we may suspend the relevant Service to you at any time, with or without cause. At the request and upon remediation of the circumstances, reinstatement can be mutually agreed to by both parties.
- c) We may at any time without notice: i) refuse to accept your Orders for the Sites and/or Services; ii) move, suspend or terminate all or any part of the Sites and/or Services; or iii) refuse to fulfill any Order or any part of any Order or terminate your account and delete any content stored in your account if, in our sole discretion, if you violate any laws in connection with your use of the Sites or the Services or if a competent regulatory authority requires us to do so.
- d) Once your use of a Service is terminated, (i) we may permanently delete the applicable agency's account and all the data associated with it, (ii) you must immediately stop using the Service and Software, and remove any Software from the computers on which it was installed, (iii) each party will promptly return or destroy all confidential information of the other party; and (iv) your access to the Service will continue through the current billing period for access to the Service (the "Billing Period") for which you have paid in advance, unless you have failed to comply with this Agreement, in which case your access will be immediately revoked. You won't be entitled to a refund from us under any circumstances.
- e) Termination of this Agreement will be in addition to and not in lieu of any other legal or equitable remedies available to us.

4. Changes

We may improve or enhance the Services and any features from time to time, and if such changes are material, we will notify you by sending an email to the last email address you gave to us. If you do not wish to continue using the modified Services, you may terminate your use of the Service, effective the last day of the current Billing Period for which you have paid in advance. We may change any terms of this Agreement and the fees charged for using the Services by posting revised terms and/or fees on the Sites and/or by sending an email to the last email address you gave to us. The new terms and new fees will be effective on the first day of the next Billing Period and will apply thereafter. By continuing to use the Services after any such changes, you agree to be bound by such changes. If you do not wish to agree to the new terms or the new fees, you must stop using that portion of the Services affected immediately.

5. Account and Password

By registering for the Services, you will be prompted to establish certain passwords and provide other access information to enable you to use the Services. You represent that you have all necessary authority to establish an account with us on behalf of the business. The account name, password and access information is confidential information and should be used solely by you to access your account and use the Services. You are responsible for keeping your account name, password and access information confidential. You will take all reasonable steps to prevent unauthorized access to your account and you will immediately notify us of any unauthorized use of your accounts or any other breach of security. We aren't responsible for any losses due to stolen or hacked passwords.

6. Account Disputes

We don't arbitrate disputes over who owns an account. You won't request access to or information about an account that's not yours. We decide who owns an account based on the information that has been provided to us with respect to the account, and if multiple people or entities are identified, then we will rely on the contact information listed for that account.

7. Fees; Payment Terms

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

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

8. Personal Information

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

9. Trademarks

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

10. Feedback; Data

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

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

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

11. LIMITATION OF LIABILITY

a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE SERVICE AND WE WILL NOT BE LIABLE FOR ANY SUCH LOSS. IF THE WAIVER OF LIABILITY IN THE PREVIOUS SENTENCE IS NOT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS MADE RELATING TO YOUR USE OF OR INABILITY TO USE THE SERVICE IN ANY BILLING PERIOD WILL BE NO MORE THAN TWO (2) TIMES WHAT YOU PAID US FOR THE RELEVANT PITNEY BOWES SOFTWARE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE APPLICABLE CLAIM(S) AROSE, REGARDLESS OF WHEN NOTICE OF SUCH CLAIM(S) WAS GIVEN.

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

BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION OR LOST DATA YOU MAY SUFFER UNDER ANY CIRCUMSTANCES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

12. INDEMNITY

We shall not be responsible for, and shall not indemnify, defend or hold you harmless from any claims or suits (including reasonable attorneys' fees) against you by a third party based on the breach of this Agreement by you or any user authorized by you. This section 12 will survive any termination of this Agreement or an Order indefinitely.

13. SERVICE AVAILABILITY; DISCLAIMERS

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

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

14. Third Party Sites

The Sites and this Agreement may contain links to third party websites, including links to the websites of carriers ("Linked Sites"). The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site, including any link contained in a Linked Site, or any changes or updates to a Linked Site. You should contact the site administrator or webmaster for those Linked Sites if you have any concerns regarding such links or the content located there.

15. Compliance with Laws

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

16. Assignments

You may not assign any of your rights under this Agreement to anyone else without our prior written consent which consent shall not be unreasonably withheld and upon prior written notice to Pitney Bowes in the event the State legislature reorganizes the Using Agency. We may assign or subcontract our rights to any other individual or entity at our discretion.

17. U.S. Government Restricted Rights

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

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

a) This Agreement will be governed by the laws of the State of North Carolina without regard to its principals of conflict of laws.

b) Reserved.

c) **ANY CLAIM OR CAUSE OF ACTION UNDER THIS AGREEMENT THAT YOU DON'T PRESENT WITHIN 3 YEARS FROM THE DISCOVERY OF THE CLAIM OR CAUSE OF ACTION WILL BE DEEMED WAIVED.**

d) This Section 18 will survive any termination of this Agreement or an Order indefinitely.

19. Force Majeure

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

20. Notices

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

21. Independent Contractor

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

EXHIBIT A

PITNEY BOWES SENDPRO® ENTERPRISE SUBSCRIPTION PRODUCT SPECIFIC TERMS

Defined Terms

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

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

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

Use of the Service

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

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

Fees

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

Using USPS

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

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

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

If you use the Service to print electronic USPS Tracking (formerly Delivery Confirmation), Signature Confirmation™, or the electronic Priority Mail Express® label, complete return and destination address data, package descriptions, reference IDs, and delivery statuses for each label printed by you is maintained by us for accounting and reporting purposes.

You represent and warrant that you have maintained and will maintain any and all certifications, licenses or other authorizations necessary or proper in furtherance of your use of the Service, including without limitation, federal certification pursuant to United States Department of Transportation regulations regarding the identification, processing and transportation of hazardous materials, if applicable.

USPS Regulations

If you use the Service to print postage or send Packages with the USPS, you must comply with all USPS regulations applicable to the use of the Service. If you: (a) use your account in a fraudulent or unlawful manner; (b) do not use your account during a consecutive twelve month period; (c) fail to exercise sufficient control over your account to prevent fraudulent or unlawful use; (d) cause or allow the account to be utilized outside the United States without the prior written authorization of the Manager of Retail Systems and Equipment, U.S. Postal Service, Washington DC 20260; or (e) otherwise fail to abide by the provisions of postal regulations and these terms regarding care and use of your account, then your account may be cancelled. You acknowledge and agree that your account will be closed and your ability to use the Service terminated by us for any of the reasons described above or upon demand by the USPS. You agree that any use of the Service to fraudulently deprive the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious, or fraudulent statement can result in imprisonment for up to five (5) years and a fine of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (31 U.S.C. 3802). The mailing of matter bearing a fraudulent imprint is an example of a violation of these statutes. The USPS has granted to us the license as a PC postage vendor to create a shared postage evidencing system that users will use to dispense postage. As a user of the Service, you must understand and acknowledge that authorization to use the Service is granted by the USPS. You accept responsibility for control and use of the Service and agree to abide by all rules and regulations governing its use. The USPS may deny use of or revoke authorization to use a postage evidencing system in the event of (i) failure to comply with rules and regulations; (ii) submission of false or fictitious information; (iii) entering of a series of unpaid or short-paid mail pieces and/or packages in the mail stream; (iv) use of the system for any illegal scheme or enterprise; (v) use of the system outside the customs territory of the United States; or (vi) possession of a decertified system. You must make the postage evidencing system and transaction records available and surrender the system to us, the USPS, or its agent when notified to do so.

Non-USPS Carrier Requirements

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

C.6 - SendPro Terms of Use - Subscription

These terms of use are attached to and incorporated in the governing State of NC Participating Addendum (State Term Contract 600A) under the NASPO Master Agreement # ADSPO16-169897 and apply when you have purchased a SendPro Subscription. Thanks for using our SendPro™ application, an online service that simplifies mailing and shipping (the “Service”). Please read these Terms of Use and our [Privacy Statement](#) (collectively, these “Terms”) carefully. By using the Service or signing up for an account, you’re agreeing to these Terms.

We’ll start with the basics, including a few definitions that should help you understand this agreement. The Service is a service offered by Pitney Bowes Inc. and its affiliates (“we”, “us” and “our”) that allows you to manage addresses, print labels and track shipments so that you can send letters, packages and parcels through the United States Postal Service (the “USPS”), FedEx (“FedEx”) and United Parcel Service (“UPS”). This web site (the “Site”) is owned and operated by us.

These Terms define the terms and conditions under which you’re allowed to use the Service and how we’ll treat your account while you’re utilizing the Service. If you have any questions about our terms, feel free to [contact us](#).

ACCOUNT – USE OF SERVICE - CHANGES

1. Eligibility

In order to use the Service, you must: (a) complete the registration process; (b) agree to these Terms by clicking “I Accept”; and (c) provide true, complete and up to date contact information for so long as you access the Service. You agree that you won’t use the Service in a way that violates any laws or regulations, including any relating to data protection and privacy. We may refuse service or close your account if you fail to comply with these Terms.

2. Use of the Service

Upon the payment of fees, and for so long as you comply with these Terms, we grant you a non-exclusive, non-transferable license to access and use the Service for up to the number of users purchased by you for the Term (which is defined in Section 3 below). You may upgrade your plan for additional fees. We reserve all rights to the Service not expressly granted to you in these Terms. Your access to and use of the Site may be interrupted from time to time for various reasons, including malfunction of equipment, periodic updating, maintenance or repair of the Site, or other actions that we may elect to take. You agree that you will use the Service only for governmental purposes. You further agree not to use the Service to send infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the Service. Disruptions include denial of service attempts, propagation of computer worms and viruses, or use of the Service to make unauthorized entry to any other device accessible via the 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 we may immediately terminate your use of the Service.

3. Term and Termination

The Term begins when you sign up for the Service and continues until your account is closed. You or we may terminate your account at any time and for any reason by giving notice to the other and we may

suspend the Service to you at any time, with or without cause. Once terminated, we may permanently delete your account and all the data associated with it.

4. Changes

We may change the Service and any features of the Service from time to time. In addition, we may change any of these Terms and the fees charged for using the Service by posting revised Terms and/or fees on the Site and/or by sending an email to the last email address you gave to us. The new Terms and the new fees will be effective on the day on which your next subscription payment is due and will apply thereafter. If you do not wish to agree to the new Terms or the new fees, you must stop using the Service immediately.

5. Account and Password

By registering for the Service, you will be prompted to establish certain passwords and/or provide other access information to enable you to use the Service. The account name, password and/or access information is confidential information and should be used solely by you to access your account and use the Service. You're responsible for keeping your account name, password and access information confidential. You'll take all reasonable steps to prevent unauthorized access to your account and you'll immediately notify us of any unauthorized use of your accounts. We aren't responsible for any losses due to stolen or hacked passwords.

6. Account Disputes

We don't arbitrate disputes over who owns an account. You won't request access to or information about an account that's not yours. We decide who owns an account based on the information that has been provided to us with respect to the account, and if multiple people or entities are identified, then we will rely on the contact information listed for that account.

PAYMENTS

7. Fees; Payment Terms

The fees for the use of the Service are posted on the Site and may be changed from time to time. These fees do not include: (i) any applicable sales, use or other taxes, which will be invoiced separately by us; and (ii) the postage, shipping or other charges imposed by the carrier for printing labels and sending parcels through the USPS or another carrier. Your subscription for the use of the Service will be billed monthly in advance with the first payment due at the time of registration and with each subsequent payment due on the due date specified in the invoice for the payment. If you terminate under Section 3 above, your access to the Service will continue through the period for which you have paid in advance. If we terminate your account, then we will continue to provide the Service to you through the period for which you have paid in advance, unless you have failed to comply with these Terms, in which case your access will be immediately revoked. You won't be entitled to a refund from us under any circumstances.

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

Unless (i) you have established and maintain a Reserve Account with The Pitney Bowes Bank, Inc. (the "Bank") and (ii) you have available funds in a Reserve Account, then as long as you're utilizing the Service or have an outstanding balance with us, you'll provide us with valid credit card information. You'll replace the information for any credit card that expires with information for a different valid

credit card. All charges by the USPS for the sending of parcels through the Service (such charges are called "Shipping Charges") and all fees for the use of the Service will be charged to your Reserve Account, if any. All charges by any other carrier other than the USPS for the sending of parcels through the Service will be billed directly by the carrier.

USPS/CARRIER REQUIREMENTS AND TERMS

9. USPS Regulations

If you use the Service to send parcels with the USPS, you must comply with all USPS regulations applicable to the use of the Service. If you: (a) use your account in a fraudulent or unlawful manner, (b) fail to exercise sufficient control over your account to prevent fraudulent or unlawful use, (c) cause or allow the account to be utilized outside the United States without the prior written authorization of the Manager of Retail Systems and Equipment, U.S. Postal Service, Washington DC 20260, or (d) otherwise fail to abide by the provisions of postal regulations and these Terms regarding care and use of your account, then your account may be cancelled. You acknowledge and agree that your account shall be closed and your ability to use the Service terminated by us for any of the reasons described above or upon demand by the USPS. You agree that any use of the Service to fraudulently deprive the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious, or fraudulent statement can result in imprisonment for up to five (5) years and a fine of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (31 U.S.C. 3802).

The USPS has granted us the license as a PC postage vendor to create a shared postage evidencing system that users will use to dispense postage. As a user of the Service, you must understand and acknowledge that authorization to use the Service is granted by the USPS. You accept responsibility for control and use of the Service and agree to abide by all rules and regulations governing its use. The USPS may deny use of or revoke authorization to use a postage evidencing system in the event of (i) failure to comply with rules and regulations (ii) submission of false or fictitious information, (iii) entering of a series of unpaid or short-paid mail pieces and/or packages in the mail stream, (iv) use of the system for any illegal scheme or enterprise, (v) use of the system outside the customs territory of the United States, and (vi) possession of a decertified system. You must make the postage evidencing system and transaction records available and surrender the system to us, the USPS, or its agent when notified to do so.

10. Carrier Requirements

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

RIGHTS

11. Trademarks

Pitney Bowes, the Pitney Bowes logo, and associated brand names and domain names are our trademarks in the United States and/or other countries. All marks not owned by us are the property of their respective owners. You may not use, and nothing contained on the Site or in these Terms grants

any right to use, any trademark displayed on the Site without our written permission or the respective owner of such trademark.

12. Use of the Site

You agree that content on the Site is protected by copyrights, trademarks and other intellectual and proprietary rights; and these Terms and applicable copyright, trademark and other laws govern your use of content on the Site.

LIABILITY

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE SERVICE AND WE WILL NOT BE LIABLE FOR ANY SUCH LOSS. IF THE WAIVER OF LIABILITY IN THE PREVIOUS SENTENCE IS NOT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS MADE RELATING TO YOUR USE OF OR INABILITY TO USE THE SERVICE (AS DEFINED ABOVE) WILL BE NO MORE THAN TWO (2) TIMES WHAT YOU PAID US FOR THE RELEVANT PITNEY BOWES SOFTWARE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE APPLICABLE CLAIM(S) AROSE, REGARDLESS OF WHEN NOTICE OF SUCH CLAIM(S) WAS GIVEN. WE WON'T BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION OR LOST DATA YOU MAY SUFFER UNDER ANY CIRCUMSTANCES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

14. INDEMNITY

We shall not be responsible for, and shall not indemnify, defend or hold you harmless from any claims or suits (including reasonable attorneys fees) against you by a third party based on the breach of this Agreement by you or any user authorized by you. This section 14 will survive any termination of this Agreement or an Order indefinitely.

15. DISCLAIMER

THE SERVICE AND THE CONTENT ON THE SITE ARE PROVIDED BY US "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY AND NON-INFRINGEMENT, AND YOU WAIVE ALL WARRANTIES FROM US TO THE MAXIMUM EXTENT PROVIDED BY LAW.

16. Reserved.

LINKS TO THIRD PARTY SITES

17. Third Party Sites

The Site and these Terms may contain links to third party websites, including links to the websites of carriers ("Linked Sites"). The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site, including any link contained in a Linked Site, or any changes or updates to a Linked Site. You should contact the site administrator or webmaster for those Linked Sites if you have any concerns regarding such links or the content located there.

MISCELLANEOUS

18. Assignments

You may not assign any of your rights under these Terms to anyone else without our prior written consent which consent shall not be unreasonably withheld. We may assign our rights to any other individual or entity at our discretion, subject to the State legislature reorganizing the Using Agency and upon prior written notice to Pitney Bowes.

19. Choice of Law;

These Terms will be governed by the laws of the State of North Carolina.

20. Force Majeure

We won't be liable for any delays or failure in performance of any part of the Service from any cause beyond our control. This includes acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, strikes, power blackouts, and acts of hackers or third-party internet service providers.

21. Amendments and Waiver

Changes to these Terms won't be effective until we post revised Terms on the Site. If we don't immediately take action on a violation of these Terms, we're not giving up any rights under these Terms, and we may still take action at a later point.

22. Notices

Except as provided in the next sentence: (i) any notice to you will be effective when we send it to the last email or physical address you gave us; and (ii) any notice to us will be effective when delivered to us at Pitney Bowes Inc. – SendPro Team, 3001 Summer Street, Stamford, CT 06926. Any notice alleging a breach of these Terms will be in writing and will be sent by overnight courier or delivered in person to: (i) in the case of a notice to you, the physical address you gave us; and (ii) in the case of a notice to us, Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 along with a copy to our legal counsel: Attn. Chief Legal Officer and Corporate Secretary, Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926, or any addresses we may later post on the Site.

C.7 - SendPro Terms of Use - Subscription With Equipment Lease

Subject to the governing terms of the Master Agreement #: ADSPO16-169897 and the State of NC Participating Addendum (PA) (State Term Contract 600A) these terms apply when you have purchased a SendPro Subscription with Equipment Lease.

Thanks for using our SendPro™ service, an online service that simplifies mailing and shipping (the “Service”). Please read these Terms of Use and our [Privacy Statement](#) (collectively, these “Terms”) carefully. By using the Service or signing up for an account, you’re agreeing to these Terms.

We’ll start with the basics, including a few definitions that should help you understand this agreement. The Service is a service offered by Pitney Bowes Inc. and its affiliates (“we”, “us” and “our”) that allows you to manage addresses, print labels and track shipments so that you can send letters, packages and parcels through the United States Postal Service (the “USPS”), FedEx (“FedEx”) and United Parcel Service (“UPS”). This web site (the “Site”) is owned and operated by us.

These Terms define the terms and conditions under which you’re allowed to use the Service and how we’ll treat your account while you’re utilizing the Service. If you have any questions about our terms, feel free to [contact us](#).

ACCOUNT – USE OF SERVICE - CHANGES

1. Eligibility

In order to use the Service, you must: (a) complete the registration process; and (b) provide true, complete and up to date contact information for so long as you access the Service. You agree that you won’t use the Service in a way that violates any laws or regulations, including any relating to data protection and privacy. We may refuse service or close your account if you fail to comply with these Terms.

2. Use of the Service

Upon the payment of fees, and for so long as you comply with these Terms, we grant you a non-exclusive, non-transferable license to access and use the Service for up to the number of users purchased by you for the Term (which is defined in Section 3 below). You may upgrade your plan for additional fees. We reserve all rights to the Service not expressly granted to you in these Terms. Your access to and use of the Site may be interrupted from time to time for various reasons, including malfunction of equipment, periodic updating, maintenance or repair of the Site, or other actions that we may elect to take. You agree that you will use the Service only for business or commercial purposes and not for personal, family or household purposes. You further agree not to use the Service to send infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the Service. Disruptions include denial of service attempts, propagation of computer worms and viruses, or use of the Service to make unauthorized entry to any other device accessible via the 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 we may immediately terminate your use of the Service.

3. Term and Termination

The Term begins when you sign up for the Service and continues for the Lease Term (which is defined in Section 8 below). At the end of the Term, we may permanently delete your account and all the data associated with it.

4. Changes

We may change the Service and any features of the Service from time to time. In addition, we may change any of these Terms by mutual agreement of the State and us. The new Terms will be effective on the day on which your next subscription payment is due and will apply thereafter. If the changes to the Terms are materially adverse to you, you may terminate your account and the lease of the Equipment by giving notice to us of your election to terminate within thirty days after we gave you notice of any material changes.

5. Account and Password

By registering for the Service, you will be prompted to establish certain passwords and/or provide other access information to enable you to use the Service. The account name, password and/or access information is confidential information and should be used solely by you to access your account and use the Service. You're responsible for keeping your account name, password and access information confidential. You'll take all reasonable steps to prevent unauthorized access to your account and you'll immediately notify us of any unauthorized use of your accounts. We aren't responsible for any losses due to stolen or hacked passwords.

6. Account Disputes

We don't arbitrate disputes over who owns an account. You won't request access to or information about an account that's not yours. We decide who owns an account based on the information that has been provided to us with respect to the account, and if multiple people or entities are identified, then we will rely on the contact information listed for that account.

LEASE OF HARDWARE

7. Hardware

As part of your subscription, we will lease to you equipment consisting of a scale and a label printer (the "Equipment"). **THE EQUIPMENT IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT. YOU BEAR THE ENTIRE RISK OF LOSS TO THE EQUIPMENT FROM THE DATE OF SHIPMENT BY US TO YOU. WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT. ALL WARRANTIES, IF ANY, WITH RESPECT TO THE EQUIPMENT ARE MADE BY THE MANUFACTURER OF THE EQUIPMENT.**

8. Term of Lease

You are leasing the Equipment for two years (the "Lease Term"). Except for any termination by you under Section 4 above: (i) you may not cancel the lease for any reason; and (ii) all payment obligations under these Terms are unconditional.

9. Servicing of Hardware

If the Equipment ceases to function properly during the Term of the Lease, we will replace the Equipment by promptly shipping to you, at no additional cost, new, reconditioned or remanufactured equipment of the same or a functionally equivalent model; however, we will not replace the Equipment if we determine that the failure of the Equipment resulted from your negligence or misuse of the Equipment or from an accident.

PAYMENTS

10. Fees; Payment Terms

The fees for the use of the Service will be as agreed to at the time you register for the Service and will remain in effect during the Term. These fees do not include: (i) any applicable sales, use or other taxes, which will be invoiced separately by us; and (ii) the postage, shipping or other charges imposed by the carrier for printing labels and sending parcels through the USPS or another carrier. Your subscription for the use of the Service together with the payments for the lease of the Equipment will be billed quarterly in advance with the first payment due at the time of registration and with each subsequent payment due on the due date specified in the invoice for the payment.

11. Default and Remedies

In the event you fail to comply with these Terms and such failure continues for 30 days after we give you notice of such failure, we may: (i) terminate these Terms, the lease of the Equipment and your account; (ii) require immediate payment of all amounts payable under these Terms during the Term, including the fees provided for in Section 10 above and all amounts payable for the lease of the Equipment during the Lease Term; (iii) assess a late charge for each month that your payment is late; and (iv) exercise any rights and pursue any remedies provided by law.

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

Unless (i) you have established and maintain a Reserve Account with The Pitney Bowes Bank, Inc. (the “Bank”) and (ii) you have available funds in a Reserve Account, then as long as you’re utilizing the Service or have an outstanding balance with us, you’ll provide us with valid credit card information. You’ll replace the information for any credit card that expires with information for a different valid credit card. All charges by the USPS for the sending of parcels through the Service (such charges are called “Shipping Charges”) and all fees for the use of the Service will be charged to your Reserve Account, if any, with any remaining unpaid balance being charged to your Purchase Power account, if any. All charges by any other carrier other than the USPS for the sending of parcels through the Service will be billed directly by the carrier.

USPS/CARRIER REQUIREMENTS AND TERMS

13. USPS Regulations

If you use the Service to send parcels with the USPS, you must comply with all USPS regulations applicable to the use of the Service. If you: (a) use your account in a fraudulent or unlawful manner, (b) fail to exercise sufficient control over your account to prevent fraudulent or unlawful use, (c) cause or allow the account to be utilized outside the United States without the prior written authorization of the Manager of Retail Systems and Equipment, U.S. Postal Service, Washington DC 20260, or (d) otherwise fail to abide by the provisions of postal regulations and these Terms regarding care and use of your account, then your account may be cancelled. You acknowledge and agree that your account shall be closed and your ability to use the Service terminated by us for any of the reasons described above or

upon demand by the USPS. You agree that any use of the Service to fraudulently deprive the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious, or fraudulent statement can result in imprisonment for up to five (5) years and a fine of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (31 U.S.C. 3802).

The USPS has granted us the license as a PC postage vendor to create a shared postage evidencing system that users will use to dispense postage. As a user of the Service, you must understand and acknowledge that authorization to use the Service is granted by the USPS. You accept responsibility for control and use of the Service and agree to abide by all rules and regulations governing its use. The USPS may deny use of or revoke authorization to use a postage evidencing system in the event of (i) failure to comply with rules and regulations (ii) submission of false or fictitious information, (iii) entering of a series of unpaid or short-paid mail pieces and/or packages in the mail stream, (iv) use of the system for any illegal scheme or enterprise, (v) use of the system outside the customs territory of the United States, and (vi) possession of a decertified system. You must make the postage evidencing system and transaction records available and surrender the system to us, the USPS, or its agent when notified to do so.

14. Carrier Requirements

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

RIGHTS

15. Trademarks

Pitney Bowes, the Pitney Bowes logo, and associated brand names and domain names are our trademarks in the United States and/or other countries. All marks not owned by us are the property of their respective owners. You may not use, and nothing contained on the Site or in these Terms grants any right to use, any trademark displayed on the Site without our written permission or the respective owner of such trademark.

16. Use of the Site

You agree that content on the Site is protected by copyrights, trademarks and other intellectual and proprietary rights; and these Terms and applicable copyright, trademark and other laws govern your use of content on the Site.

LIABILITY

17. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE SERVICE AND WE WILL NOT BE LIABLE FOR ANY SUCH LOSS. IF THE WAIVER OF LIABILITY IN THE PREVIOUS SENTENCE IS NOT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS MADE RELATING TO YOUR USE OF OR INABILITY TO USE THE SERVICE IN ANY QUARTER WILL BE NO MORE THAN TWO (2) TIMES WHAT YOU PAID US FOR THE SPECIFIC SERVICE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE APPLICABLE

CLAIM(S) AROSE, REGARDLESS OF WHEN NOTICE OF SUCH CLAIM(S) WAS GIVEN. WE WON'T BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION OR LOST DATA YOU MAY SUFFER UNDER ANY CIRCUMSTANCES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

18. INDEMNITY

Pitney Bowes shall not be responsible for, and shall not indemnify, defend or hold You harmless from any claims or suits (including reasonable attorneys fees) against you by a third party based on the breach of this Agreement by you or any user authorized by you. This section 18 will survive any termination of this Agreement or an Order indefinitely.

19. DISCLAIMER

THE SERVICE AND THE CONTENT ON THE SITE ARE PROVIDED BY US "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY AND NON-INFRINGEMENT, AND YOU WAIVE ALL WARRANTIES FROM US TO THE MAXIMUM EXTENT PROVIDED BY LAW.

20. Reserved

LINKS TO THIRD PARTY SITES

21. Third Party Sites

The Site and these Terms may contain links to third party websites, including links to the websites of carriers ("Linked Sites"). The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site, including any link contained in a Linked Site, or any changes or updates to a Linked Site. You should contact the site administrator or webmaster for those Linked Sites if you have any concerns regarding such links or the content located there.

MISCELLANEOUS

22. Assignments

You may not assign any of your rights under these Terms to anyone else without our prior written consent which consent shall not be unreasonably withheld. We may assign our rights to any other individual or entity at our discretion, subject to the State legislature reorganizing the Using Agency, and upon prior written notice to Pitney Bowes.

23. Choice of Law;

These Terms will be governed by the laws of the State of North Carolina.

24. Force Majeure

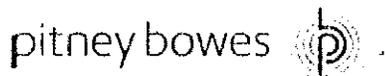
We won't be liable for any delays or failure in performance of any part of the Service, from any cause beyond our control. This includes acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, strikes, power blackouts, and acts of hackers or third-party internet service providers.

25. Amendments and Waiver

Changes to these Terms won't be effective until we post revised Terms on the Site. If we don't immediately take action on a violation of these Terms, we're not giving up any rights under these Terms, and we may still take action at a later point.

26. Notices

Except as provided in the next sentence: (i) any notice to you will be effective when we send it to the last email or physical address you gave us; and (ii) any notice to us will be effective when delivered to us at Pitney Bowes Inc. – SendPro Team, 3001 Summer Street, Stamford, CT 06926. Any notice alleging a breach of these Terms will be in writing and will be sent by overnight courier or delivered in person to: (i) in the case of a notice to you, the physical address you gave us; and (ii) in the case of a notice to us, Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 along with a copy to our legal counsel: Attn. Chief Legal Officer and Corporate Secretary, Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926, or any addresses we may later post on the Site.



C.8 - Addendum to Software License and Maintenance Agreement for Hosting by Pitney Bowes of Pitney Bowes Software

This Addendum is between Pitney Bowes Inc., a Delaware corporation, with offices at 3001 Summer Street, Stamford, CT 06926 ("Pitney Bowes") and the purchasing entity ("Licensee") named in a Sales/Lease Agreement with Pitney Bowes or one of its affiliates pursuant to which Licensee has agreed to pay a hosting fee for Pitney Bowes to host certain Pitney Bowes Software licensed by Pitney Bowes to Licensee under a Software License and Maintenance Agreement (the "License Agreement"). This Addendum sets forth the terms pursuant to which Pitney Bowes will host for Licensee such Pitney Bowes Software under the governing terms of Master Agreement #: ADSPO16-169897 and the State of NC Participating Addendum (PA) (State Term Contract 600A). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the License Agreement.

1. Definitions

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

2. Pitney Bowes Hosting Period

The following terms apply during the Pitney Bowes Hosting Period:

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

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

3. Downtime during Pitney Bowes Hosting Period

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

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

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

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

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

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

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

