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1. **Scope.** Contractor shall provide Pitney Bowes products and services to County as outlined in the Lease and Subscription Services Agreement (last modified on February 11, 2020), attached hereto as Exhibits A and B, and incorporated by reference.
2. **Term.** This Agreement shall become effective upon execution by the Parties and shall remain in effect 5 years from the date of execution, unless terminated sooner pursuant to the terms of this Agreement or the Lease. This Agreement shall not automatically renew.
3. **Payment; Non-appropriation.** Payment shall be made by County within thirty (30) days of receipt of invoice. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
4. **Maximum Compensation.** Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The total Maximum Compensation for the products and services within the Scope of Services is Two Hundred Twenty-five Thousand, Three Hundred Fifty-One and 60/100 dollars (\$225,351.60). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order. Contractor clearly understands and agrees, such understanding and agreement being of the

absolute essence of this Agreement, that County shall have available the total maximum sum of Two Hundred Twenty-five Thousand, Three Hundred Fifty-One and 60/100 dollars (\$225,351.60) for the 60 month term of this Agreement, specifically allocated to fully discharge any and all liabilities County may incur. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Twenty-five Thousand, Three Hundred Fifty-One and 60/100 dollars (\$225,351.60). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

5. **Public Information Act.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information. Contractor contends that Exhibit A to this Agreement contains proprietary and confidential information.
6. **Confidential and Proprietary Information.** Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County.
 - (a) Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
 - (b) Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder and to administer the Lease, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and

preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County, if practicable, all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

7. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Contractor for any reason are hereby deleted. Notwithstanding the foregoing, Contractor will not be responsible for, and will not indemnify and hold County harmless from and against any and all losses, costs, and expenses (including attorneys' fees) arising in any way from County's use of the equipment or services or related to any breach of this Agreement, the Lease or the Subscription Services by County or any user authorized by County. Contractor reserves the right to assume the exclusive defense and control of any matter subject to indemnification by County and County agrees to reasonable cooperation with Contractor in making the defense. This section will survive any termination of this Agreement, the Lease or the Subscription Services.
8. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
9. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
10. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code § 2252.152 Acknowledgment: By signature below, Contractor represents pursuant to § 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.

11. **Software Assurance.** Contractor represents and warrants that its software and any related systems and/or services related to its software (collectively, the "Software") furnished by Contractor to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. As long as County is not in violation of Section 2 of Exhibit B, Contractor will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney's fees, court costs and costs of appeal), made against County by settlement or final judgment of a court that is based on a claim that the use of the Contractor's Software infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and the Contractor's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.
12. **Notice.** County shall be given notice of any request, demand, or other communication pursuant to this Agreement in writing and such notice shall be made by personal delivery, registered or certified mail (in each case, return receipt requested and postage pre-paid), or nationally recognized overnight courier (with all fees prepaid). Notice shall be delivered to the address of the following designated parties:
- To County: Fort Bend County Mail Center
Attn: Mail Center Supervisor
301 Jackson Street, Suite 101
Richmond, Texas 77469
- With copy to: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469
13. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, Worker's Compensation laws, and licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said Worker's Compensation laws, statutes, ordinances, rules, regulations, orders, and decrees specified above.
14. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
15. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, Contractor ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
16. **Conflict.** In the event there is a conflict between this Addendum and/or Exhibits A and B, this Addendum controls.

17. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.
18. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
19. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
20. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
21. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

PITNEY BOWES, INC.

KP George, County Judge

Boyd Hering

Authorized Agent – Signature

Date

Boyd Hering

Authorized Agent- Printed Name

ATTEST:

Tx State & Local Government Account Manager

Title

Laura Richards, County Clerk

11/18/2020

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 225,351.60 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Attachments:

Exhibit A: State and Local Term Rental Agreement

Exhibit B: On-Demand Subscription Agreement

Exhibit A

PITNEY BOWES TERM RENTAL AGREEMENT



State and Local Term Rental Agreement

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
FORT BEND COUNTY MAIL CENTER Attention:Edna Chavez	

Sold-To: Address		
301 Jackson ST Rm 101, Richmond, TX, 77469, US		
Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Edna Chavez	2813443936	0011740458

Bill-To: Address			
301 Jackson ST Rm 101, Richmond, TX, 77469, US			
Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Edna Chavez	2813443936	0011740458	chavez@cofort-bend.tx.us

Ship-To: Address		
301 Jackson ST Rm 101, Richmond, TX, 77469, US		
Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Edna Chavez	2813443936	0011740458

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	FOLDER	Folder
	DF2F	Install/Training for DF800/900
1	DF90	DF900 - OfficeRight Folder w/Conveyor St
1	DFHC	High Capacity Extension
1	STDSLA	Standard SLA-Equipment Service Agreement (for Folder)
1	TB70001	OfficeRight Folder Localization Kit- US
1	FOLDER	Folder
	DF2F	Install/Training for DF800/900
1	DF90	DF900 - OfficeRight Folder w/Conveyor St
1	DFHC	High Capacity Extension
1	STDSLA	Standard SLA-Equipment Service Agreement (for Folder)
1	TB70001	OfficeRight Folder Localization Kit- US
1	SENDPROPSERIES	SendPro P Series
1	1FS1	USPS Special Services Software

1	1FW7	70lb Interface Weigh w/External Display
1	4W00	Connect+ /SendPro P Series Meter
1	APA4	500 Dept Analytics
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	APSJ	Connect+ 270 LPM Speed
1	AZBD	SendPro P3000 Series WOW
1	AZBE	SendPro P Series Mono Print Module
1	CAAC1	Premium Cost Accounting for PSeries
1	CDSF4	Cellular Subscription Fee SendPro P
1	CDSP	Cellular Device for SendPro Series - US
1	M9SS	Mailstream Intellilink Services
1	ME1D	Meter Equipment - P Series, HV
1	MSD2	15" Color Touch Display
1	MSPS	SendPro P Series Power Stacker
1	MT70	Platform Scale 70 LB / 35 KG
1	MW90147	Wireless Keyboard
1	NV10	InView TMR Web Acct Bundle Single only
1	NV2A	InView Custom Reports and Training
1	NV90	InView Subscription
1	NV90KIT	InView Welcome Kit
1	NV99	InView MMS Base Software
1	NV99KIT	InView Welcome Kit
1	SBDS	Barcode Scanner
1	SJM3	SoftGuard for SendPro P3000
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard
1	SENDPROP SERIES	SendPro P Series

1	1FS1	USPS Special Services Software
1	1FW7	70lb Interface Weigh w/External Display
1	4W00	Connect+ /SendPro P Series Meter
1	APA4	500 Dept Analytics
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	APSJ	Connect+ 270 LPM Speed
1	AZBD	SendPro P3000 Series WOW
1	AZBE	SendPro P Series Mono Print Module
1	CAAC1	Premium Cost Accounting for PSeries
1	M9SS	Mailstream Intellilink Services
1	ME1D	Meter Equipment - P Series, HV
1	MSD2	15" Color Touch Display
1	MSPS	SendPro P Series Power Stacker
1	MT70	Platform Scale 70 LB / 35 KG
1	MW90147	Wireless Keyboard
1	NV10	InView TMR Web Acct Bundle Single only
1	NV2A	InView Custom Reports and Training
1	NV90	InView Subscription
1	NV90KIT	InView Welcome Kit
1	NV99	InView MMS Base Software
1	NV99KIT	InView Welcome Kit
1	SBDS	Barcode Scanner
1	SJM3	SoftGuard for SendPro P3000
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard
1	SPE	SendPro Enterprise Offer
1	MSG5	Cellular Wireless Connectivity Solution

	SLEPSPE	SPE USPS BPOD Splitter Tool
	SMS1SPE	SPE SPS MID Assist Service
1	SPE-BASIC-500	SendPro Enterprise Basic Sub 500
1	SPE-T539	Cordless Scanner
1	SPE-TIER2-500	SendPro Enterprise Tier 2 Sub 500
1	SPE91	PC w/ Flat Panel Monitor
	SPEPS	SPE Implementation
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro Enterprise Offer)
1	SSO	SendSuite Tracking Online
1	J546	Counter Signature Pad Plus
1	JZ20	SendPro Enterprise Medium-Volume Printer
1	STDsla	Standard SLA-Equipment Service Agreement (for SendSuite Tracking Online)
2	T6MD	SSTO - Wireless Mobile Scanner T6MD
	T6RG	SSTO Onsite HW Inst, Trng<Full Day, 4ppl
2	T790033	Rugged Boot T764/5, T6MD/E
1	T790041	Five Bay Ethernet Cradle-T764/5,T6MD/E
1	T8DD	Enhanced Receive and Deliver
1	TS31	Low to Mid Vol Cont. Therm Direct Labels
1	TABBER	Multifunction Tabber
1	DT3A	W360 Tabber
	DT3D	Basic Install/Train W360 Tabber
1	STDsla	Standard SLA-Equipment Service Agreement (for Multifunction Tabber)
1	W760	Stacker

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 3,755.86	\$ 11,267.58

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ☐ Tax Exempt Certificate Attached
- ☐ Tax Exempt Certificate Not Required
- ☒ Purchase Power® transaction fees included
- ☐ Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, 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 satisfactory to us evidencing the Governing Body's denial 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.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at <http://www.pb.com/states> and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

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State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Ronald Eldemire

ronnie.eldemire@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

Information Return for Tax-Exempt Governmental Obligations

Under Internal Revenue Code section 149(e)

See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check ☐

1 Issuer's name FORT BEND COUNTY MAIL CENTER Attention:Edna Chavez		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 301 Jackson ST Rm 101	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Richmond TX 77469		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education . . . . .	. . . . .	11		
12 Health and hospital . . . . .	. . . . .	12		
13 Transportation . . . . .	. . . . .	13		
14 Public safety . . . . .	. . . . .	14		
15 Environment (including sewage bonds) . . . . .	. . . . .	15		
16 Housing . . . . .	. . . . .	16		
17 Utilities . . . . .	. . . . .	17		
18 Other. Describe . . . . .	. . . . .	18		
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>			
If obligations are BANs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest		22		
23 Issue price of entire issue (enter amount from line 21, column (b))		23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24			
25 Proceeds used for credit enhancement	25			
26 Proceeds allocated to reasonably required reserve or replacement fund	26			
27 Proceeds used to currently refund prior issues	27			
28 Proceeds used to advance refund prior issues	28			
29 Total (add lines 24 through 28)		29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)		
b	Enter the final maturity date of the GIC _____		
c	Enter the name of the GIC provider _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation _____		
c	Enter the EIN of the issuer of the master pool obligation _____		
d	Enter the name of the issuer of the master pool obligation _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider _____		
c	Type of hedge _____		
d	Term of hedge _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement		
b	Enter the date the official intent was adopted _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

_____ **Signature of issuer's authorized representative**
_____ **Date**
 _____ **Type or print name and title**

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name			Firm's name	
Firm's address			Phone no.	

STATE AND LOCAL TERM RENTAL AGREEMENT

Thank you for choosing Pitney Bowes products and services. These Terms, our privacy statement (the "Privacy Statement") and the executed order (the "**Order**") make up your agreement with Pitney Bowes (this "Agreement"). The Privacy Statement explains how we use your information. Please read this Agreement carefully.

Let's start with a few definitions that should help you better understand your agreement. "**PBI**" means Pitney Bowes Inc. "**Pitney Bowes**" means PBI and its subsidiaries. "**We**", "**our**" or "**us**" refers to the Pitney Bowes companies with whom you've entered into the Order. "**You**" or "**your**" refers to the entity identified on the Order. "**Meter**" means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series or a SendPro C series mailing system, the postal security device, the application platform or tablet interface, 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. "**Equipment**" means the equipment listed on the Order, excluding any Meter, standalone software, and SendKit equipment which is provided in connection with a subscription for the SendPro™ service, and any equipment provided in replacement of Covered Equipment under Section 19(a)(ii). "**Lease**" means Lease terms and conditions set out in Sections 1 through 9.

The provisions included in these Terms consist of: (i) Lease Rental Terms; (ii) General Terms; (iii) a Service Level Agreement; (iv) Equipment and Postage Meter Rental Terms; (v) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (vi) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (vii) provisions relating to specific products.

TERM RENTAL TERMS AND CONDITIONS

1. Lease of Equipment; Provider of Leasing Services

If you are leasing Equipment, these Lease Terms apply. PBI is the manufacturer of the Equipment. Pitney Bowes Global Financial Services LLC, a wholly-owned subsidiary of PBI ("PBGFS"), provides you with the leasing services. The term of this Lease is the number of months stated on the order (the "**Lease Term**") and begins on the date the Equipment is shipped if we don't install the Equipment, and the date of installation if we install the Equipment. **You may not cancel this Lease for any reason and all payment obligations under this Lease are unconditional.** PBI owns any Meter as USPS regulations require. Except as stated in Section 3, you don't have the right to become the owner of the Equipment at the end of the Lease Term.

2. Payment Terms

We will invoice you quarterly in arrears for all payments on the Order, unless the Order says otherwise (each such payment is a "**Periodic Payment**"). You will make each Periodic Payment by the due date shown on our invoice. Your Periodic Payment may include a one-time origination fee, amounts carried over from a previous lease, software license and maintenance fees and other charges. Any Meter rental fees and SLA fees (collectively "**PBI Payments**") will be included with your Periodic Payment and begin with the start of the Lease Term. After the Lease Term, your Periodic Payment will increase if your PBI Payments increase. Your obligations, including your obligation to pay the Monthly 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.

3. Equipment Ownership

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 8. If you default, or terminate this Agreement by non-appropriation under Section 8, you, at your expense, shall 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 a service carrier specified by us to pick up and ship them to us in the same condition as when delivered to you, reasonable wear and tear excepted.

4. WARRANTY AND LIMITATION OF LIABILITY

PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 10. PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS ISN'T LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

5. Equipment Obligations

You will keep the Equipment free from liens and in good condition and working order. We may inspect the Equipment and related maintenance records. You may not move the Equipment from the location specified on the Order without our prior written consent.

6. Risk of Loss

- (a) You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of shipment by us 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.
- (c) To protect the equipment from loss, you will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("**Insurance**");
- (d) YOU MUST CALL US AT 1-800-732-7222 OR GO TO www.pitneybowes.com/us/valuemaxoptout AND PROVIDE US WITH EVIDENCE OF INSURANCE.

7. Other Lease Terms

- (a) If more than one lessee is named in this Lease, liability is joint and several. You, and any guarantor signing the Order or any documents executed in connection with this Lease, agree to furnish us financial information upon request. Each of these persons authorizes us to obtain credit reports on them now and in the future.
- (b) You may not assign or sublet the Equipment, the Meter or this Agreement without our prior written consent. Any assignment without our consent is void. We may sell or assign all or part of this Lease or the Equipment but it will not affect your rights or obligations.
- (c) We will provide you with a welcome letter by email.

8. Non-Appropriation

You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of the Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Agreement on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Agreement for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Agreement incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

9. Representations

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. You acknowledge that a portion of each Monthly Payment you shall pay includes interest and that this Agreement is entered into based on the assumption that the interest portion of each Monthly 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 Monthly Payment shall be adjusted in an amount sufficient to maintain our original after tax yield utilizing our consolidated marginal tax rate, which adjusted Monthly Payments you agree to pay as provided in this Agreement, subject to Section 8. The rate at which the interest portion of Monthly 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.

PITNEY BOWES TERMS

GENERAL TERMS

10. Warranties

- (a) We warrant that all PBI-branded equipment ("**PBI Equipment**") will be free from defects in material and workmanship and will perform according to the operator guides for a period of ninety days from the date (i) the PBI Equipment is installed at your location when PBI installs the PBI Equipment for you or (ii) the PBI Equipment is delivered to you when you can install it yourself. The DI2000™ inserting system has its own unique warranty that you can see at pitneybowes.com/us/di2000-terms.html. A defect doesn't include the failure of rates within a rate update to conform to published rates.

- (b) We warrant that any service ("**Service**") we perform under the Service Level Agreement set out in Sections 20 through 25 (the "**SLA**") will be performed in a professional and workmanlike manner.
- (c) **Your sole remedy for a warranty claim is to have us repair or replace the PBI Equipment or, in the case of defective Service, reperform the Service.**
- (d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. "**Excluded Circumstance**" is a circumstances outside of PBI's control, including an accident, your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control. The warranty also does not apply if someone other than us services the equipment, you don't use required software updates, you use the equipment with any system where we have told you that we will no longer provide support or that we have advised you is no longer compatible, or you use third party supplies (such as ink), hardware or software that results in (i) damage to equipment (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.
- (e) 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. These items are warranted to perform according to the same standards as the equivalent new item.
- (f) The warranty doesn't cover ink, ink rollers, toner and drum cartridges, ribbons and similar items ("**Consumable Supplies**").
- (g) **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.**

11. Limitation of Liability

OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES. NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.

12. Default and Remedies

- (a) If you don't make any payment within three days after the due date shown on our invoice, you breach any other obligation under this Agreement or under any other agreement with Pitney Bowes and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you will be in default and we may:
 - (i) cancel this Agreement and any other agreements Pitney Bowes has with you;
 - (ii) require you to pay to us immediately all amounts payable under the Lease or other agreements, whether then due or payable in the future;
 - (iii) disable the Meter;
 - (iv) require you to return the Equipment, Meter and software;

- (v) if you don't return the Equipment, require you to immediately pay to us an amount equal to the value of the Equipment, as determined by us;
 - (vi) charge you a late charge for each month that your payment is late;
 - (vii) charge you a check return fee for payments made by you with insufficient funds; and
 - (viii) pursue any other remedy, including repossessing the Equipment and Meter without notice to you. To the extent permitted by law, you waive any notice of our repossession or disposition of the Equipment or Meter. By repossessing the Equipment or Meter, we aren't waiving our right to collect the balance due.
- (b) You agree to pay all our costs, including attorneys' fees, incurred in enforcing our rights.
 - (c) We may suspend any services during any period that your account is more than thirty days past due.

13. Taxes

You agree to pay us for all applicable sales, use, property, purchase or other taxes (excluding taxes on net income) related to the Lease or rental agreement based on or measured by your payments, the Equipment, Equipment location, Meter and Meter location. We will determine the amount of all property and similar taxes to be charged to you based on our reasonable valuation of the Equipment or of the Meter, taking into consideration tax rates and depreciation. If any of these taxes are applicable, you agree to pay a tax administrative charge set by us without reference to the tax charged or services performed; such fee and charge won't exceed a total of \$35 per year for each Lease schedule or rental agreement.

14. Embedded Software

Our Equipment may contain embedded software. For embedded software, you agree that: (i) we and our licensors own the copyrights and other intellectual property to it; (ii) you are licensed only to use it with our Equipment in which it resides; (iii) you won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) you won't distribute or disclose it (or any portion) to anyone. The embedded software may contain third party software which is subject to any terms accompanying it. Technical support for embedded software will be given according to the SLA covering the Equipment with the embedded software.

15. Internet Access Point

The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.

16. Security Interest

You grant us a purchase money security interest in the Equipment, any replacements, and any proceeds from the sale of the Equipment, to secure payment of any balance due. We have the right to recover the Equipment if you haven't paid for it. We may file a copy of this Agreement as a financing statement with the State authorities. If you are leasing Equipment, you authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment in order to protect our interest in the Equipment.

17. Analog Connectivity

IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU ACKNOWLEDGE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIERS PROVIDE ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER

PROVIDES ANALOG CONNECTION CAPABILITY, WE WON'T BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER AND YOU WILL HAVE TO USE A DIGITAL CONNECTION.

18. Miscellaneous

- (a) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- (b) Your use of any application will be subject to the terms of use provided at the time of your first login.
- (c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.
- (d) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void.
- (e) Payments aren't subject to setoff or reduction.
- (f) **ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.**
- (g) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to offer to obtain equipment or services but none of its provisions will modify or supersede these provisions unless we expressly agree in writing. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.
- (h) Our respective rights and obligations under Sections 11 (Limitation of Liability), 12 (Default and Remedies) and 13 (Taxes) will survive termination of this Agreement.
- (i) We may deliver any notice and other communication to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email. We may call you at any number you give to us.
- (j) This Agreement is governed by the laws of the State of Delaware.
- (k) You agree that we can use your name in a client list and identify you as a client when communicating with prospective clients, in each case along with our product or service that you are using. You agree that we can use your name and logo in marketing content, including in an advertising campaign, with your prior consent.
- (l) You agree to comply with all applicable export control laws and regulations.

SERVICE LEVEL AGREEMENT

19. Applicability of SLA

This SLA section applies to you if we have entered into an agreement to provide service for any Equipment we lease, rent or sell on the Order, excluding Equipment with charges based on volume of use

("Usage-based Equipment") and any DI2000™ (the covered equipment is called "**Covered Equipment**").

20. Service Level Options

- (a) (i) If you sign up for **Standard SLA** on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 22) (the "**Service Term**"). You are also entitled to: (i) the replacement of printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance; and (ii) two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. You are responsible for Covered Equipment until PBI receives it. If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You won't incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent. "**Normal Working Hours**" means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI-observed U.S. holidays, in the time zone where the Equipment or other items are located.
- (ii) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI instructs you otherwise, within five days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI.
- (b) If you are eligible to receive **Performance SLA** under our policies and you sign up for Performance SLA on the Order, you will be entitled to receive: (i) all coverage provided under Standard SLA; (ii) one two-hour application consultation for your mailing and shipping needs; and (iii) admission for one person to a PBI mail management seminar. If PBI determines that on-site service is necessary, PBI will use commercially reasonable efforts to have a service technician on-site (during Normal Working Hours only) within 4 hours or 8 hours, as specified on the Order, after PBI has determined that it can't resolve the issue remotely (the "**Response Time Commitment**"). The Response Time Commitment relates solely to the arrival of a technician at your location. It isn't a guaranteed resolution of the problem within the Response Time Commitment period, and it doesn't guarantee that all parts necessary to make a repair will be on-site within this time frame. The Response Time Commitment does not apply to Service designated as service by replacement, relocation services, software maintenance, preventative maintenance, operator training, or other services not essential to repair the Covered Equipment. If the Covered Equipment is moved from its original location, PBI may, at its option, remove the Response Time Commitment. If this happens, you will receive Standard SLA and we will adjust the SLA charges payable by you appropriately. If we don't meet the Response Time Commitment, we will provide you with a credit equal to the difference between the cost of Standard SLA and Performance SLA for three months. In order to receive this credit, you must use a credit request form which you can obtain from your service technician or by calling the Customer Care Center. The credits are limited to credits for four failures to meet the Response Time Commitment in any twelve-month period during the Service Term. **These remedies are your sole remedy for PBI's failure to meet the Response Time Commitment.**

21. Service Term

PBI will provide you with Service for twelve months, if you don't have a Lease, or the Lease Term, if you are leasing Equipment (the **"Initial Service Term"**). **SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "RENEWAL SERVICE TERM") UNLESS YOU TERMINATE YOUR SERVICE AS PROVIDED BELOW OR THE LEASE EXPIRES OR IS TERMINATED OR THE RENEWAL IS PROHIBITED BY LAW.** If you don't wish to renew Service, you must deliver a written notice (the **"Termination Notice"**) at least sixty days prior to the renewal of the term to us at 2225 America Drive, Neenah, WI 54956 or you may create a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case"). Your Termination Notice must include your customer account number or CAN and lease number (if applicable). PBI reserves the right not to renew your SLA for any reason.

22. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, and any increases will be reflected on your invoice. If you receive service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI's current hourly rates and for any required parts. If you exceed the cycle volume of your Equipment specified on the Order, PBI may bill you for the additional cycles over the specified cycle volume (the additional cycles are called the "Overage"). The charge will be determined by reference to the rate in effect at the time that we determine that an Overage exists.

23. Service Changes

PBI may modify its Service by giving written notice to you (a **"Service Change Notice"**), which will state whether the change is material. After receiving a Service Change Notice, if the change is material, you may terminate Service by giving us a termination notice at the address indicated in Section 22 or you may create a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case").

24. Additional Service Terms

You can't elect to have Service apply to some but not all of the items of Equipment. Service doesn't include services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current annual rates. If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within thirty days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI's current rates. Standard SLA will apply to rented Equipment at no additional charge.

EQUIPMENT AND POSTAGE METER RENTAL TERMS

25. Rental

- (a) If you aren't leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment and Meter rental ("rental") fees listed on the Order. After the period listed on the Order (the **"Initial Term"**), we may increase the rental fees upon at least 30 days' prior written notice. When you receive notice of an increase, you may terminate your rental only as of the date the increase becomes effective.
- (b) At the end of the Initial Term, the rental term will automatically renew for successive 12-month extensions. If you don't wish to renew the rental term, you must deliver a written notice to us at least 60 days prior to the renewal of the rental term to the address in Section 22 or create a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case").

Upon expiration of the term of the rental, you agree to return Equipment and Meters covered by the rental in their original condition, reasonable wear and tear excepted.

26. Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the "Bank") for deposit into your Postage By Phone® Reserve Account that you maintain with the Bank (your "**Reserve Account**") or you may transfer funds to the United States Postal Service (the "**USPS**") through a lockbox bank (a "**Lockbox Bank**"). See the "USPS Acknowledgment of Deposit" below for more information. Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power®), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your rental fees.

27. Meter Repair or Replacement; Meter Care and Risk of Loss

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation. You assume all risk of loss or damage to the Meter(s) while you have possession.

28. Terms of Use of Meter; Federal Regulations

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. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. 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. If the Meter is used in any unlawful scheme, or isn't 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. 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. 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.

29. Rate Updates and Soft-Guard® Program

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't 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. If you have received the maximum number of rate updates under the Soft-Guard program, you will be billed separately for any additional rate update we provide. We won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

30. Collection of Information

You authorize us to access and download information from your Meter. We may disclose this information to the USPS or other authorized governmental entity. We won't 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. We may elect to share aggregate data about our clients' postage usage with third parties.

31. Value Based Services

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system. 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 days after you have been notified in writing.

USPS ACKNOWLEDGEMENT OF DEPOSIT

32. Acknowledgement of Deposit

This section of the agreement provides you with the sections that the USPS requires we include in any agreement where we are renting a meter. The USPS requires that we use specific language. The "acknowledgement of deposit" terms are as follows:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.

- (h) You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
- (i) 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.

PURCHASE POWER TERMS

33. Purchase Power Program

- (a) The Purchase Power credit line is a product of the Bank and is not available to individuals for personal, family, or household purposes. In order to participate in the Purchase Power program (the “**Program**”), you must provide the information described in paragraph (h) below. You will receive a set of more specific provisions for the Program within thirty days of the date of this Agreement.
- (b) Your Purchase Power account (the “**Account**”) will be charged for the amount of postage, products, and services requested and the related fees, if applicable. Unless prohibited by law, you agree to pay the fees and charges of which the Bank has given you notice, including those relating to: (i) applicable transaction or overage fees (ii) your failure to pay in a timely manner; (iii) your exceeding your credit line; and (iv) fees attributable to the return of any checks.
- (c) You will receive a billing statement for each billing cycle in which you have activity in the Account. The Bank may deliver any statement electronically to the email address that is on file for you. Payments are due by the due date shown on your billing statement. You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance.
- (d) (i) By using the Program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. (ii) The Annual Percentage Rate applicable to the Account will be: the greater of (x) 22% and (y) the sum of the highest “Prime Rate” published in the “Money Rates” section of *The Wall Street Journal* on the last business day of the month and the margin set forth below (the sum of the margin and the Prime Rate is herein called the “Floating Rate”). The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate, if applicable. Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. (iii) The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of March 31, 2017, the daily periodic rate would be .05137% and the corresponding annual percentage rate would be 18.75%). (iv) The Account balance that is subject to a finance charge each day will include (x) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (y) unpaid interest, fees, and other charges on the Account. (v) The Bank will charge a minimum finance charge of \$1.00 in any billing cycle if the finance charge as calculated above is less than \$1.00. (vi) Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line. (vii) The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit limit.
- (e) The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. Cancellation or suspension will not affect your obligation to pay any amounts you owe.

(f) The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you (including by electronic notice via the email address that is then on file for you). You are consenting to electronic delivery of any amendments to the Program terms. Each time you use the Program, you are signifying your acceptance of the terms then in effect. An amendment becomes effective on the date stated in the notice and will apply to any outstanding balance on the Account. The Bank may terminate the Program at any time and will notify you in the event of any termination. Any outstanding obligation will survive termination of the Program.

(g) The Program and any advances are governed by and construed in accordance with the laws of the State of Utah and applicable federal law.

(h) USA PATRIOT Act - To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. Accordingly, in order to activate the Account, the Bank asks that you agree to provide identifying information, including your address and taxpayer identification number. The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or other documents and information that will allow the Bank to identify him/her. You agree to provide all such requested identifying information.

PRODUCT SPECIFIC TERMS

34. If you are acquiring an on-premise software license or on-demand subscription services, including pbSmartPostage, Relay™ Communications Hub, and SendPro, additional terms apply which are available by clicking on the hyperlink for that software or subscription service located at www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

35. DI2000 Inserting SystemTerms

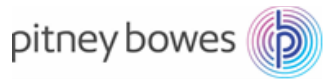
Certain provisions which apply when you purchase, lease or rent a DI2000 inserting system and when you purchase a service plan for it are set forth at pitneybowes.com/us/di2000-terms.html and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

36. PBBackup and PC-Backup ServiceTerms

Certain provisions which apply when you utilize the PBBackup or PC-Backup services inserting system are set forth at pitneybowes.com/us/pbbackup-service-and-pcbbackup-service-terms.html and are incorporated by reference.

Exhibit B

ON-DEMAND SUBSCRIPTION SERVICES AGREEMENT (LAST MODIFIED 2/11/20)



ON-DEMAND SUBSCRIPTION SERVICES AGREEMENT

(Last modified February 11, 2020)

Thanks for using our on-demand subscription services. These terms define the terms and conditions under which you're allowed to use the on-demand subscription services 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 product-specific license and lease terms applicable to certain of the Services ("Product Terms") can be found at www.pitneybowes.com/us/sendtech-terms/on-demand-subscription-services-product-terms.html 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 business or commercial 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 your 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) Unless the Product Terms state otherwise, you may terminate your account at any time and for any reason by giving thirty days' notice to us.

c) We may at any time without notice: i) refuse to accept or fulfill your Orders or any part of any Orders for the Sites and/or Services; or ii) move, suspend or terminate all or any part of the Sites and/or Services or terminate your account.

d) Once your use of a Service is terminated, (i) we may permanently delete your account and all the data associated with it, in accordance with our records management policies and as permitted by applicable law, (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 change 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; provided, however, that if the Order includes the lease of equipment, no change to the fees will be effective prior to the end of the term of the lease of such equipment. 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/legal/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.
- 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. Product Support

As part of your access to the Services, we will provide you with product support in accordance with the terms you will find at: <https://www.pitneybowes.com/us/sendtech-on-demand-subscription-services/product-support-terms.html>.

12. 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 WHAT YOU PAID US TO PROVIDE THE SERVICE FOR THE PREVIOUS BILLING PERIOD.**
- 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.**

13. INDEMNITY

YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING IN ANY WAY FROM YOUR USE OF THE SERVICE OR RELATED TO ANY BREACH OF THIS AGREEMENT BY YOU OR ANY USER AUTHORIZED BY YOU. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU AND YOU AGREE TO COOPERATE WITH US IN MAKING THE DEFENSE. THIS SECTION 13 WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT OR AN ORDER INDEFINITELY.

14. 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.

15. Third Party Sites and Data

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. If the Services perform an address validation function, license terms applicable to use of the USPS data related to such function are found at <http://www.pb.com/license-terms-of-use/usps-terms.shtml> and are incorporated in this Agreement by reference.

16. 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.

17. Assignments

You may not assign any of your rights under this Agreement to anyone else. We may assign or subcontract our rights to any other individual or entity at our discretion.

18. 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.

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

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

b) If we file an action against you claiming you breached this Agreement and we prevail, we will be entitled to recover reasonable attorneys’ fees.

c) ANY CLAIM OR CAUSE OF ACTION UNDER THIS AGREEMENT THAT YOU DON'T PRESENT WITHIN 1 YEAR FROM THE DISCOVERY OF THE CLAIM OR CAUSE OF ACTION WILL BE DEEMED WAIVED. ANY DISPUTE BETWEEN THE PARTIES WILL BE RESOLVED EXCLUSIVELY BY INDIVIDUAL BINDING ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT AND YOU AGREE TO GIVE UP THE RIGHT TO LITIGATE DISPUTES IN COURT. Neither party will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules. In the case of: (i) any dispute involving \$75,000 or less, we will reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses; and (ii) any dispute involving more than \$75,000, the AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

d) This Section 19 will survive any termination of this Agreement or an Order indefinitely.

20. 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.

21. 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., EVP & President, Pitney Bowes Sending Technology Solutions, 3001 Summer Street, Stamford, CT 06926 or when you create a case at <https://www.pitneybowes.com/us/contact-us.html> (follow the instructions under "how to create a case").

22. 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.

23. Miscellaneous

Neither party will be subject to pre-printed or standard terms contained on any purchase order or other purchasing document, and we specifically disclaim such terms. If there's a conflict between the Product Terms and any other provision of this Agreement, the Product Terms will govern and control. Each Party will cooperate with the other and take such other actions as may reasonably be requested from time to time in order to carry out the intent and accomplish the purposes of this Agreement, including our right to verify your compliance with this Agreement and any Orders at all locations which you access the Services. If we don't immediately take action on a violation of this Agreement, we're not giving up any rights under this Agreement, and we may still take action at a later point. Each party will also keep confidential the terms and conditions of the Agreement and the SOW(s).