

COMMERCE SERVICES STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions (the "T&C's") govern the Client's acquisition and use of the Services offered by Pitney Bowes Inc. or one of its Affiliates (collectively, the "Company"). By signing the Framework Agreement ("Agreement"), you accept the terms of the T&C's and agree to be bound by them for so long as you use the Services.

1. Definitions

- 1.1. "**Client**" means the legal entity which is listed in Section 2 of the Agreement.
- 1.2. "**Client's Information Systems**" means back-office and/or front-office systems and software owned or licensed by Client that are used by Client for business management purposes including, without limitation, order entry, inventory and receiving, accounting, warehouse management, data reporting, fulfillment and customer service.
- 1.3. "**Intellectual Property**" means any and all rights arising in the US or any other jurisdiction throughout the world in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of authorship (whether copyrightable or not), including computer programs, mask works, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, code, ideas, inventions, algorithms, know-how, methods and techniques incorporated or associated therewith, and any other technology, software (in object and source code form), XML schemas, hardware, tools, models, utilities, methodologies, programs, systems, analysis frameworks, processes, as well as any derivatives, modifications and extensions thereof and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world.
- 1.4. "**Non-Attributable Data**" shall mean non-personally identifiable data, including utilization rates and weight and zone statistics that Company collects but is not attributable to Client or its customers.

- 1.5. "**Services**" means the services purchased by the Client and provided by the Company as set forth in the respective SOW.
- 1.6. "**Service Provider's Systems**" means Service Provider's APIs, proprietary logistics management system, including logistics capabilities, a proprietary technology and all other Intellectual Property relating to the Services.
- 1.7. "**Specifications**" means those design and technical requirements necessary for integrating Client's Information Systems and Service Provider's Systems to enable the exchange of data as contemplated herein.
- 1.8. "**USPS**" means the United States Postal Service.

2. Fees For Services.

- 2.1. **Fees.** The fees ("**Fees**") and invoicing procedures for the Services will be set forth in the SOW. All undisputed amounts for Fees not paid when due will bear interest at the rate of 1.5% per month (or the highest rate permitted under applicable law, whichever is lower) from the date due until paid. Client must notify Company in writing (providing sufficient detail) by the due date that it disputes the fees no later than 14 days following the invoice date.
- 2.2. In addition to any other remedies available to Company, the failure of Client to pay any undisputed amounts within 14 calendar days of the due date will constitute sufficient cause for Company to discontinue, withhold or suspend its performance of Services, and any such actions due solely to the withholding of payments for undisputed amounts will not constitute a breach of the Agreement by Company. Company's termination rights related to any failure of Client to pay fees due under an SOW will not be subject to the cure periods discussed herein.
- 2.3. **Set-Off.** Client agrees that, in addition to, and without limitation of, any claim, repayment obligation, lien, or other right under the Agreement any other agreement, Company may otherwise have, Company is entitled, at its option, to the fullest extent permitted by law, to set off and apply any indebtedness that is not paid when due, held by it for the credit or account of Client, in U.S. Dollars or in any other currency, against any amount otherwise payable from Company to Client or any of Client's Affiliates.

3. **Taxes.** In addition to the fees set forth the SOW, Client shall pay all taxes, duties and levies of any governmental authority (other than taxes on Company's net income), imposed upon the provision of the Services, if any. If Client claims exemption, it must provide Company with documentation supporting such exemption.

4. Compliance.

- 4.1. Each of Client and Company represents and warrants that: (a) it will comply with all applicable U.S. laws (including USPS regulations), (b) it has the full right, power and authority to execute the Agreement, perform its obligations hereunder and to consummate the transaction contemplated hereunder, (c) it shall not knowingly provide to the other party any software, code or other such information that contain code or programming routines that contain destructive properties or that are intended to damage any system or data of the other party, (d) the execution and delivery of the Agreement does not, and the consummation of the transactions contemplated hereunder will not result in a breach or infringement of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any consent of any person pursuant to, any contract or agreement to which Client is a party or by which any of its properties may be bound and (e) the execution and delivery of the Agreement does not, and the consummation of the transactions contemplated hereunder will not, require any consent, approval, authorization or permit of, or filing with, or notification to, any governmental or regulatory authority.

5. Termination.

- 5.1. Company or Client may terminate an SOW immediately in the event: (i) the other Party becomes insolvent or unable to pay debts as they mature, files for bankruptcy or makes an assignment for the benefit of creditors, (ii) the other Party is dissolved or liquidated, (iii) the other Party breaches a material term of the SOW, and such breach is not cured within thirty (30) days of the date of written notice, (iv) there is a change in any applicable law, or an interpretation by any regulatory authority regarding the laws and/or operating requirements applicable to a Party's business, and either of which has a material adverse effect on the operation of said Party's business (but only if so terminating by said Party will alleviate said effect), or (v) that a regulatory, governmental, legal or other similar enforcement

authority so requires or instructs a Party to terminate or suspend services to the other Party.

- 5.2. Upon expiration or termination of the Agreement for any reason: (a) all licenses granted under the Agreement shall terminate immediately; (b) each party promptly will cease all use of the other party's Confidential Information and intellectual property (including the Company Systems or Client Systems), and certify its compliance with this requirement; and (c) all of Client's payment obligations will become immediately due and payable. Neither party will incur any liability for any damage, loss or expense of any kind suffered or incurred by the other arising from or incident to any termination of the Agreement which complies with the terms of the Agreement, whether or not the terminating party is aware of any such damage, loss or expense.

6. **Confidentiality.**

- 6.1. Each Party may disclose (the "Disclosing Party") to the other (the "Receiving Party") certain information, collectively "Confidential Information" (including without limitation any disclosures made during evaluation of the business relationship which is the subject of the Agreement if not governed by a separate agreement), in writing, orally or by inspection of tangible objects. By way of example and not limitation, Confidential Information includes documents (including this the Agreement and any pricing thereunder), electronic files, prototypes, software, financial and other business information, customer lists, research and development, business activities and plans, products, services, employee lists and turnover, and technical knowledge, whether such information is owned by the Disclosing Party or any affiliate or third party. ALL CONFIDENTIAL INFORMATION IS PROVIDED 'AS IS' UNLESS OTHERWISE PROVIDED BY THIS AGREEMENT. Confidential Information does not include any information which (i) was publicly known and generally available prior to the time of disclosure by the Disclosing Party, (ii) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party, (iii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party and not governed by a separate agreement, (iv) is obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality, or (v) is required by a judicial or regulatory order or subpoena to be disclosed by the receiving Party, provided that the Receiving Party

gives the Disclosing Party prompt written notice of such requirement prior to such disclosure and reasonably cooperates with the Disclosing Party's efforts to legally challenge the requirement, restrict the scope of required disclosure, or protect the information from public disclosure. For the avoidance of doubt, non-personally identifiable data, including, for example, utilization rates and weight and zone statistics that Company collects is not considered Confidential Information of Client. The obligations of each Receiving Party with respect to Disclosing Party's Confidential Information hereunder shall survive until such time as all Confidential Information of the disclosing Party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Receiving Party. For the avoidance of doubt, Non-Attributable Data will not be considered Confidential Information of Client.

6.2. **Non-use and Non-disclosure; Maintenance of Confidentiality.**

Each Party agrees not to (a) use any Confidential Information of the other Party for any purpose except to fulfill its obligations under the Agreement or (b) disclose any Confidential Information of the other Party to third parties or to such Party's employees, except to those employees, consultants, and advisors of the receiving Party who are required to have the information for an allowable purpose set forth in this Section. Except to the limited extent as is permitted by law notwithstanding contractual prohibition, neither Party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other Party's Confidential Information and which are provided to the Party hereunder. Neither Party shall make any copies of the Confidential Information of the other Party except as necessary for the purposes set forth in this Section. The obligations of each receiving Party with respect to disclosing Party's Confidential Information hereunder shall survive until such time as all Confidential Information of the disclosing Party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving Party. Each Party agrees that any violation or threatened violation of confidentiality obligations by a Party may cause irreparable injury to the other Party, entitling the other Party to seek injunctive relief in addition to available legal remedies. To the extent any term of this Section conflicts with another provision of this Agreement pertaining to customer information or other terms governing specific information or data, the latter shall prevail.

7. **Ownership and Licenses.**

7.1. As between the parties, Client owns any and all rights, title and interest in and to Client Confidential Information, Client's Intellectual Property, and Client's Information Systems (the "**Client Owned Property**"), and Company owns any and all rights, title and interest in and to the Specifications, Service Provider's Systems and Company's Intellectual Property, and any inventions, discoveries, designs, methods, trade secrets, works-of-authorship, ideas or information made or conceived or reduced to practice by the parties related thereto, including, without limitation, all associated intellectual property and other proprietary rights embodied in or arising from any of the foregoing, (the "**Company Owned Property**"). Nothing in the Agreement or these T&C's will be deemed to grant, by implication, estoppel or otherwise, a license of each party's Intellectual Property, other than the limited licenses granted herein. For the avoidance of doubt, if Client desires for a contractor, vendor or any other third-party to access Company Owned Property in connection with its receipt of Services, such third-party must agree in writing to be bound by Company's terms and conditions with respect to such access. Nothing herein will be deemed to grant, by implication, estoppel or otherwise, Client any rights to sublicense, share, or otherwise make available Company Owned Property to any third-party, including vendors of Client.

7.2. Each of Client Owned Property and Company Owned Property may be referred to herein as "**Owned Property**". In connection with the performance of the Services, each party may need to use portions of the other party's Owned Property. Accordingly, subject to the terms and conditions of the Agreement and these T&C's, during the term of the Agreement, each party grants to the other party a limited, non-exclusive, non-transferable, world-wide, royalty-free right to use such limited portion of the Owned Property solely to the extent necessary to comply with its obligations under the Agreement.

8. **Warranty - Disclaimer.**

8.1. EXCEPT AS SET FORTH HEREIN THE COMPANY DOES NOT MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ACCURACY WITH RESPECT TO THE SERVICES OR COMPANY'S SYSTEMS, AS WELL AS ANY WARRANTIES ARISING FROM

STATUTE, COURSE OF DEALING, USAGE OR TRADE PRACTICE. COMPANY DOES NOT REPRESENT THAT THE OPERATION OR CLIENT'S USE OF THE COMPANY'S SYSTEMS WILL BE UNINTERRUPTED, ERROR-FREE OR THAT IT IS NOT SUSCEPTIBLE TO INTRUSION, ATTACK OR COMPUTER VIRUS INFECTION.

8.2. **Disclaimer.** Company may use (but is not required or limited to using) services provided by the USPS. Client acknowledges that the USPS is not an agent, strategic partner or subcontractor of Company, and Company will not be responsible or liable for any transportation services provided by the USPS. Client further acknowledges that Company will not be responsible or liable for hardware, software or other items or any services provided by any entities other than Company and Company's agents, strategic partners and subcontractors; by way of example but not of limitation, Company will not be responsible or liable for stoppages, slowdowns, performance problems and other problems that are the result of the Internet or Client's telecommunications and Internet access providers. In the event that USPS revokes or materially changes its programs, Company may, in addition to any rights a Company may have under the Agreement, upon thirty (30) days written notice, revise any or all of the Fees in the Agreement.

8.3. **LIMITATION OF LIABILITY.** EACH PARTY'S LIABILITY TO THE OTHER FOR ALL DAMAGES AND INDEMNITY OF ANY KIND ARISING UNDER OR RELATING TO THE AGREEMENT (I) IS LIMITED SOLELY TO DIRECT DAMAGES AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, SUCH AS, FOR EXAMPLE, LOSS OF SALES, GOODWILL, PROFITS OR REVENUES, OR OTHER SIMILAR DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (II) LIABILITY IS CAPPED SUCH THAT THE CUMULATIVE LIABILITY IN RESPECT OF ANY AND ALL CLAIMS SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT TO COMPANY UNDER THE AGREEMENT FOR THE SERVICE THAT FORMS THE BASIS OF THE CLAIM FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF SUCH CLAIM. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN AND ELSEWHERE IN THE AGREEMENT OR THESE T&C'S SHALL BE ENFORCED AS WRITTEN, BUT OTHERWISE TO THE MAXIMUM EXTENT ALLOWABLE BY LAW. THE

FOREGOING LIMITATIONS WILL NOT APPLY TO (i) ANY CLAIMS FOR PERSONAL INJURY OR DEATH; (ii) ANY CLAIMS BASED UPON A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (iii) ANY CLAIMS BASED ON A WILLFUL VIOLATION OF EITHER PARTY'S PROPRIETARY RIGHTS; (iv) EITHER PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 6; (v) ANY CLAIMS FOR INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS; OR (vi) CLIENT'S INDEMNIFICATION OBLIGATIONS AND ANY LIABILITY ARISING THEREUNDER. FOR PURPOSES OF CLARIFICATION, IN NO EVENT WILL AMOUNTS DUE AND PAYABLE TO COMPANY UNDER THE AGREEMENT BE DEEMED SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION.

9. **Nature of Relationship.** The relationship between Company and Client shall be strictly that of independent contractors, and neither Company nor Client shall be, or be deemed to be agents, parties to a joint venture, or partners of one another.

10. **Insurance.** Company shall at all times during the term of the Agreement maintain commercially reasonable insurance for loss from property damage, bodily injury, death, and workers' compensation claims appropriate to the Services provided.

11. **Reference & Marketing.** Client agrees that Company can use (a) Client's name in a client list and/or identify Client as such when communicating with prospective clients, in each case along with the Company service Client uses and, (b) Client's name and logo in marketing content, including in an advertising campaign, with the prior consent from Client.

12. **General Terms**

12.1. **Force Majeure.** Company will not be responsible for or incur any liability for any delay or failure in performance of any service or obligation under the Agreement and shall be excused from the performance to the extent that Company is prevented, restricted, delayed or interfered with by causes beyond its control, including but not limited to acts of God, fire, floods, severe weather, explosions, utility or communication failures, earthquakes, wars (declared or undeclared), labor disputes, strikes, lockouts, riots, epidemics, acts of terrorism, blockades, embargoes, government orders or requirements having legal effect of any government or any judicial authority, or any other situations, whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of Company

(each a "Force Majeure Event "). In case of a Force Majeure Event, Company will notify Client as soon as reasonably possible.

12.2. **Severability; Modification.** If any provision of the Agreement and these T&C's, 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 and these T&C's will remain in force and effect.

12.3. **Waiver.** The failure to enforce any provision of these T&C's shall not operate as a waiver nor preclude the enforcement of any such provision in the future. All waivers shall be in writing and signed by the party to be charged.

12.4. **Assignment.** Neither party may assign the Agreement without the prior written consent of the other party, with the exception that Company may assign the Agreement to an Affiliate without the Client's consent. The Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

12.5. **Governing Law.** The laws of New York, excluding its conflicts-of-law rules, shall govern the Agreement and these T&C's. The Parties hereby agree and consent to the exclusive jurisdiction and venue of the state and/or federal courts situated in the State of New York in any action arising out of or relating to the Agreement and these T&C's, and hereby submit to the personal jurisdiction of such courts.

12.6. **Notices.** All notices, consents or waivers required or permitted in the Agreement and these T&C's shall be in writing and be deemed to have been duly given when (a) delivered personally; (b) upon delivery according to the records of an overnight courier service; or (c) upon USPS records if sent by certified mail (postage prepaid), using the address set forth in the Agreement.

12.7. **Survival.** Any outstanding payment obligations, all definitions and the provisions of Sections 1, 5, 6, 7.1, 8 and 12 will survive termination of this Agreement for any reason.

-----End of Commerce Services Standard Term and Conditions-----