

## PITNEY BOWES TERMS FOR BUSINESSES

These terms and the executed order (the “**Order**”) make up your agreement with Pitney Bowes (this “**Agreement**”).

“**PBI**” means Pitney Bowes Inc. “**Pitney Bowes**” means PBI and its subsidiaries. “**PBGFS**” means Pitney Bowes Global Financial Services LLC, a wholly-owned subsidiary of PBI, or one of 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, a SendPro® MailCenter or a SendPro C series mailing system, the postal security device that accounts for and enables postage to be purchased and printed (“PSD”), and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine. “**Meter Services**” means access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations (“**CFR**”); USPS mandated processes associated with the PSD, including registration, usage reporting, audit and withdrawal; repair or replacement of the PSD as described in Section 33; and the Soft-Guard Program outlined in Section 35. “**Equipment**” means the equipment listed on the Order, excluding any Meter or standalone software. “**Lease**” means Lease terms and conditions set out in Sections 10 through 17. “**Installment Sale**” means installment sale terms and conditions set out in Sections 18 through 24.

## GENERAL TERMS

### 1. Warranties

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](http://pitneybowes.com/us/di2000-terms.html). The PitneyShip® Cube has its own unique warranty that you can see at [pitneybowes.com/us/pitneyshipcube-service-terms.html](http://pitneybowes.com/us/pitneyshipcube-service-terms.html).

- (a) 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 25 through 30 (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 circumstance outside of PBI’s control, including an accident, 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, loss or fluctuation of internet and/or network connectivity, fire, flood or other natural causes, and other external forces beyond our control, servicing or alteration of the equipment by someone other than us, failure to use required software updates, use of 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 use of 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 or within 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, integrated printhead/ink cartridges, ink rollers, toner and drum cartridges, ribbons, batteries 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.**

## **2. 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.**

## **3. Default and Remedies**

- (a) All fees and any applicable taxes are due and payable within thirty days from the date of our invoice. If you don't make any payment when due, 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, then in each case 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, Installment Sale or other agreements, whether then due or payable in the future;
  - (iii) disable the Meter;
  - (iv) require you to return the Equipment and Meter, and delete or remove software; and deny you access to 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.

## **4. Taxes**

You agree to pay us for all applicable sales, use, property or other taxes (excluding taxes on net income) related to your transaction with us 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 location where Equipment and/or a Meter is located.

## **5. Embedded Software; Applications**

- (a) 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. Technical support for embedded software will be given according to the SLA covering the Equipment with the embedded software.
- (b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. These applications may have their own terms and conditions applicable to your use of the applications located within them.

## **6. 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.

## **7. 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. If you have purchased Equipment under an Installment Sale agreement, you authorize us to file a Uniform Commercial Code financing statement naming you as debtor with respect to the Equipment in order to protect our interest in the Equipment.

## **8. Delivery**

You bear all shipping charges for physical delivery of the Equipment, Meters and software.

## **9. Miscellaneous**

- (a) We will use your information in accordance with our [Privacy Statement](#).
- (b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- (c) Except for a party's payment obligations, neither party will be liable for any delay or failure in performance from any cause beyond their 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 CLAIM UNDER THIS AGREEMENT MUST BE BROUGHT WITHIN 1 YEAR OF DISCOVERY OR IT'S WAIVED. Disputes will be resolved by binding arbitration under the Federal Arbitration Act, administered by the AAA using its Commercial Arbitration Rules. Class actions, privacy attorney general actions and any other proceeding in which either party acts or proposes to act in a representative capacity are not permitted. For disputes under \$75,000, we'll cover your filing and arbitration fees. For disputes over \$75,000, AAA rules will govern fee allocation.

- (g) You may use a purchase order to offer to obtain equipment or services but none of its provisions will modify or supersede these provisions. 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 2 (Limitation of Liability), 3 (Default and Remedies) and 4 (Taxes) will survive termination of this Agreement.
- (i) You agree that we may deliver any invoice, notice and other communication to you under this Agreement electronically, either by email to the email address that we have on file for you or via Your Account. You may be given the option to receive a paper invoice. If you choose this option, you will be charged a \$5 fee per invoice for every paper invoice mailed to you. We may increase this fee from time to time up to a maximum of \$10 per invoice. You can avoid this charge by opting back into electronic billing at any time in Your Account. 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) Each party agrees to comply with all applicable laws and regulations, including export control laws and regulations.
- (l) Each party agrees to keep all confidential information received from the other party confidential and only use it in connection with this Agreement. Each party will also keep confidential the terms of this Agreement.
- (m) If you use a credit card to make a payment to us, you may be charged a credit card surcharge fee of up to 3% of the total amount of payment, and you authorize us to do so.

## LEASE TERMS

### 10. Lease of Equipment; Provider of Leasing Services

If you are leasing Equipment, these Lease terms apply. PBI is the manufacturer of the Equipment. PBGFS provides you with the leasing services. The term of this Lease is the number of months stated on the Order (the "**Lease Term**"). **You may not cancel this Lease for any reason and all payment obligations under this Lease are unconditional.** You understand that we own the Equipment. PBI owns any Meter as USPS regulations require. Except as stated in Section 13, you don't have the right to become the owner of the Equipment at the end of the Lease Term.

### 11. Lease Commencement Date

- (a) **New Leases.** If none of the Equipment on your Order includes installation, the Lease Term commences on the date as of which all of the Equipment has shipped. If your Order includes installation of any Equipment (the "**Install Equipment**"), then your Lease Term will commence on the date as of which all Equipment has shipped and all of the Install Equipment has been installed.
- (b) **Trade Up Leases.** If you are entering into a Lease to enhance, upgrade or replace Equipment you are leasing from PBGFS, and if all Equipment has shipped and all Install Equipment has been installed, then your lease commencement will be calculated to align with your current periodic invoice date.
- (c) **Install Equipment Delays.** Notwithstanding (a) and (b), if (i) PBI has been ready, willing and able to install all of the Install Equipment and (ii) 90 days have passed since the Install Equipment has shipped (the "**Install Period**") but PBI has been unable to install the Install Equipment as a result of any action or inaction by you, then the Lease Term shall commence on the last day of the Install Period. You agree that the Install Period provides you with an adequate amount of time to be able to allow PBI to install the Install Equipment and that you will take any and all actions necessary to enable the installation.

## 12. Payment Terms

All fees and any applicable taxes are due and payable within thirty days from the date of our invoice. We will invoice you quarterly in advance 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 fees and other charges. Any Meter Services fees, SLA fees, software maintenance fees and subscription 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.

## 13. End of Lease Options

During the 90 days before your Lease ends, you may, unless you are in default: (i) enter into a new lease or an amended lease with us; (ii) purchase the Equipment "as is, where is" for its fair market value; or (iii) return the Equipment and Meter in their original condition, reasonable wear and tear excepted, and pay us our then applicable processing fee (including any equipment return fee). If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to a service carrier specified by us to pick up and ship them to us. If you don't do one of the things listed in clause (i), (ii) or (iii) above, you will be deemed to have agreed to enter into successive month to month extensions of the term of this Lease. Either party may choose to cancel the automatic extensions at any time by giving the other party 30 days' written notice. For notice to us, you must create a case at [pitneybowes.com/us/contact-us.html](https://pitneybowes.com/us/contact-us.html) (follow the instructions under "how to create a case"). Upon cancellation, you agree to either return all items as provided in this Section 13 or purchase the Equipment.

## 14. WARRANTY AND LIMITATION OF LIABILITY

**PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 1. 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.**

## 15. 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.

## 16. Risk of Loss and ValueMAX® Program

- (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"**). No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss. To protect the Equipment from loss, you will either: (i) keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement that is reasonably satisfactory to us (**"Insurance"**); or (ii) be enrolled in PBGFS' ValueMAX program described in paragraph (b) below.
- (b) YOU MUST CALL US AT 1-844-256-6444 OR GO TO [pitneybowes.com/us/valuemaxoptout](https://pitneybowes.com/us/valuemaxoptout) AND PROVIDE US WITH EVIDENCE OF INSURANCE IF YOU DO NOT WISH TO BE ENROLLED IN THE VALUEMAX PROGRAM. If you don't provide evidence of Insurance and haven't previously enrolled in our equipment replacement program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice. We will provide written notice reminding you of your Insurance obligations described in paragraph (a) above. If the Equipment is included in the ValueMAX program and any Loss occurs (other than from your gross negligence or willful misconduct, which

is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment. We aren't liable to you if we terminate the ValueMAX program. By providing the ValueMAX program, we aren't offering or selling you insurance; accordingly, regulatory agencies haven't reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

## 17. 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.

## INSTALLMENT SALE TERMS

### 18. Installment Sale Purchase of Equipment; Obligation Unconditional

If you have purchased Equipment under an Installment Sale, these Installment Sale terms apply. PBI is the manufacturer of the Equipment. PBGFS has sold the Equipment to you under an installment sale. The term of this Installment Sale agreement is the number of months stated on the Order (the "**Installment Sale Term**"). **You may not cancel this Installment Sale agreement for any reason and all payment obligations under this Installment Sale agreement are unconditional.** PBI owns any Meter as USPS regulations require.

### 19. Equipment Ownership; Installment Sale Commencement Date

- (a) Title to the Equipment passes to you upon installation, however you and we agree that title will automatically revert to us if you default under this Agreement, subject to applicable law.
- (b) If you default, 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.
- (c) If none of the Equipment on your Order includes installation, the Installment Sale Term commences on the date as of which all of the Equipment has shipped. If your Order includes installation of any Equipment (the "**Install Equipment**"), then your Installment Sale Term will commence on the date as of which all Equipment has shipped and all of the Install Equipment has been installed; provided, however, that if (i) PBI has been ready, willing and able to install all of the Install Equipment and (ii) 90 days have passed since the Install Equipment has shipped (the "**Install Period**") but PBI has been unable to install the Install Equipment as a result of any action or inaction by you, then the Installment Sale Term shall commence on the last day of the Install Period. You agree that the Install Period provides you with an adequate amount of time to be able to allow PBI to install the Install Equipment and that you will take any and all actions necessary to enable the installation.

### 20. Payment Terms

All fees and any applicable taxes are due and payable within thirty days from the date of our invoice. We will invoice you quarterly in advance 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 agreement, software license fees and other charges. After the Installment Sale Term, and unless or until either party has terminated the underlying service in accordance with this Agreement, your PBI Payments will continue, and you will receive invoices for such payments. These PBI Payments are subject to increase.

## 21. WARRANTY AND LIMITATION OF LIABILITY

PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 1. 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.

## 22. Equipment Obligations

During the Installment Sale Term, (a) you will keep the Equipment free from liens and in good condition and working order, (b) we may inspect the Equipment and related maintenance records, and (c) you may not move the Equipment from the location specified on the Order without our prior written consent.

## 23. Risk of Loss

You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of shipment by us, regardless of cause, ordinary wear and tear excepted ("**Loss**"). No Loss will relieve you of any of your obligations under this Installment Sale agreement. You must immediately notify us in writing of any Loss during the Installment Sale Term. To protect the Equipment from loss, during the Installment Sale Term you will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement that is reasonably satisfactory to us.

## 24. Other Installment Sale Terms

- (a) If more than one purchaser is named in this Installment Sale agreement, liability is joint and several. You, and any guarantor signing the Order or any documents executed in connection with this Installment Sale agreement, 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 Installment Sale agreement but it will not affect your rights or obligations.

## SERVICE LEVEL AGREEMENT

### 25. 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 any DI2000 inserting system and any PitneyShip™ Cube (the covered equipment is called "**Covered Equipment**").

### 26. 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 27) (the "**Service Term**"). You are also entitled to: (x) replacement printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance, and except for integrated printhead/ink cartridges; and (y) two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. 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 that results in impairment of functionality. 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. You are responsible for the Covered Equipment until PBI receives it.

- (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; and (ii) one two-hour application consultation for your mailing and shipping needs. 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.**

## 27. Service Term

PBI will provide you with Service for twelve months, or if you have a Lease or Installment Sale agreement, then for the term of that agreement (as applicable, the **“Initial Service Term”**). **SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A “RENEWAL SERVICE TERM”) UNLESS A) YOU TERMINATE YOUR SERVICE AS PROVIDED BELOW, B) IN THE CASE OF A LEASE, THE LEASE EXPIRES OR IS TERMINATED, C) IN THE CASE OF AN INSTALLMENT SALE, THE INSTALLMENT SALE AGREEMENT IS TERMINATED BY US, OR D) 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 60 days (or 30 days if you are in Wisconsin) prior to the renewal of the term to us at 27 Waterview Drive, Shelton, CT 06484 or you may notify us by creating a case at [pitneybowes.com/us/contact-us.html](https://pitneybowes.com/us/contact-us.html) (follow the instructions under “how to create a case”). Your Termination Notice must include your customer account number and agreement number (if applicable). PBI reserves the right not to renew your SLA for any reason.

## 28. 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. Upon request, you will provide the cycle volume to us. If you do not provide the cycle volume to us, we will estimate the cycle volume and send an invoice to you for any Overage based on our estimate. If, in the prior quarter, we estimated cycle

volume and later receive actual cycle volume, then we will make adjustments based on actual usage on your next invoice.

## 29. 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 27 or you may create a case at [pitneybowes.com/us/contact-us.html](https://pitneybowes.com/us/contact-us.html) (follow the instructions under “how to create a case”).

## 30. 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 RENTAL AND METER SERVICES TERMS

### 31. Equipment Rental and Meter Services

- (a) If you aren't leasing the Equipment or purchasing the Equipment through an Installment Sale, we will invoice you the Equipment rental (“rental”) and Meter Services fees listed on the Order. After the period listed on the Order (the “**Initial Term**”), we may increase the rental and/or Meter Services fees upon at least 30 days' prior written notice. When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.
- (b) At the end of the Initial Term, the rental term and Meter Services term will convert to successive month to month extensions. You may choose to cancel the month to month extensions at any time by giving us 30 days' written notice to the address in Section 27 or create a case at [pitneybowes.com/us/contact-us.html](https://pitneybowes.com/us/contact-us.html) (follow the instructions under “how to create a case”). Upon expiration of the term of the rental or Meter Services, you agree to return Equipment and Meters covered by the rental and Meter Services agreement in their original condition, reasonable wear and tear excepted.

### 32. Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the “**Bank**”) for deposit into your 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. You will receive a set of more specific provisions for the Reserve Account during the application process. 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 Meter Services fees. Your Reserve Account will be charged for the amount of postage, products and services acquired and the related fees. Unless prohibited by law, you agree to pay the fees of which the Bank has given you notice, including: (i) account service fees; (ii) inactivity fees; and (iii) fees attributable to the return of any checks or for failure of any direct debit transactions.

### **33. 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.

### **34. Terms of Use of Meter; Federal Regulations**

- (a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations. 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 (i) the Meter is used in any unlawful scheme, (ii) isn't used for any consecutive 12 month period, (iii) you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, (iv) you enter a series of unpaid or short-paid mail pieces and/or packages in the mail stream, (v) you offer, sell or allow the use of the shipping rates that we offer to you under this Agreement to or by any other party, (vi) you are in possession of a decertified system, or (vii) 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 Services agreement may be revoked. You acknowledge that any use of a Meter that fraudulently deprives the USPS of revenue can cause you to be subject to imprisonment, fines, civil and criminal penalties, and assessments applicable to fraud and/or false claims against the United States. (See 18 U.S.C § 1001, 31 U.S.C. §3729 and 31 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 timely comply with this notification provision may result in the denial of a refund for any funds remaining on the Meter at the time of loss or theft. You understand that it is your obligation to comply with the rules and regulations of the USPS, including the Domestic Mail Manual, and that these may be updated from time to time by the USPS.
- (b) You agree that you will not offer, sell or allow the use of the shipping rates that we offer to you under this Agreement to or by any other party.
- (c) HAZMAT Requirement. You acknowledge that the USPS has implemented standards and requirements for shipment of parcels containing hazardous materials, including Publication 52, New Mailing Standards for the Separation of Hazardous Materials (87 Federal Register 73459), as well as replacement or supplemental regulations, and you agree to comply with all rules and regulations implemented by the USPS relating to handling of shipments of parcels containing hazardous materials, including labeling, packaging, and separation in the tendering of parcels to the USPS.
- (d) USPS Privacy Act Statement. Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding USPS privacy policies, visit [www.usps.com/privacypolicy](http://www.usps.com/privacypolicy).

### **35. 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. We will update your rates if the USPS changes the discounted rates they provide to us. 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.

### **36. Collection of Information**

You authorize us to access and download information from your Meter or from your PC Postage account. 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.

### **37. 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**

### **38. 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 providing a Meter or Meter Services. The USPS requires that we use specific language. The "acknowledgement of deposit" terms are as follows:

- (a) In connection with your use of a Meter or Meter Services, you may transfer funds to the USPS through a Lockbox Bank to prepay for postage (a "**Deposit**"), or you may transfer funds to the Bank for deposit into your Reserve Account.
- (b) You can 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 including via Automated Clearing House Transfers.
- (c) Any deposit made by you in your Reserve Account is subject to the 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 postage. Such Deposits may be commingled with Deposits of other clients. You shall not be entitled to any interest 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 pursuant to the regulations governing deposit of funds for postage.
- (f) 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.
- (g) You acknowledge that you are subject to all applicable rules, regulations, and orders of the USPS, as they may be revised, and they shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

## PURCHASE POWER TERMS

### 39. 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 during the application process.
- (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 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 up to the Annual Percentage Rate applicable to the Account. (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 a margin of up to 19.75% (this sum is herein called the “Floating Rate”). For example, using the Prime Rate in effect as of December 1, 2024 of 7.75% and using a margin of 19.75%, the Floating Rate is 27.5%. In this example, because the Floating Rate is greater than 22%, the Annual Percentage Rate will be up to 27.5% with a corresponding daily rate of 0.07534%. (iii) The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate. 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. (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

### 40. Software, Subscriptions and APIs

If you are acquiring any of our On-Premise Software, On-Demand Subscription Services, Subscription Services (Term Commitment), Shipping 360™ API Subscription Services, or Third Party Software, additional terms apply which are available by clicking on the applicable hyperlink located at [pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html](https://pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html). Those additional terms are incorporated by reference.

### 41. DI2000 Inserting System Terms

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](https://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.

### 42. PBBackup and PC-Backup Service Terms

Certain provisions which apply when you utilize the PBBackup or PC-Backup services are set forth at [pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html](https://pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html) and are incorporated by reference.

### 43. Lockers

Notwithstanding anything else to the contrary in this Agreement, these terms apply if you are acquiring lockers.

- (a) General: Your Order may include on-demand subscription services and a statement of work. You bear the entire risk of loss, theft, damage or destruction to the lockers from the date of shipment by us.
- (b) Usage Guidelines: We are not responsible for the contents of the lockers, including any contamination, leakage or other issues arising from the contents, or for proper delivery of or proper handling of those contents. You must comply with this Agreement, our published documentation and all applicable laws, regulations, and guidelines related to the handling and storage of such contents, including high-risk contents (collectively, "**Authorized Use**"). High-risk contents include items that pose a significant risk to health, safety, or the environment, such as blood and contaminated soil samples.
- (c) Your Responsibility: You are solely responsible for selecting the location for the installation of the lockers, and for the safety and security of the individuals using the lockers. You must notify us if any lockers are being (or have been) used to handle or store high-risk contents prior to any on-site service. If we provide on-site service, one of your employees must accompany our service technician at all times during the service. You are responsible for ensuring that high-risk contents are properly stored and handled within the lockers. The service technician may decline to perform any on-site service if there are any high-risk contents that are not properly stored or any unsafe conditions.

- (d) **Indemnification:** You agree to indemnify, defend and hold us harmless from any third-party claims, damages, or expenses arising from any contents, including but not limited to those related to the handling of high-risk contents and from any non-Authorized Use of the lockers (“**Your Claims**”). Except for Your Claims, we agree to indemnify, defend and hold you harmless from any third-party claims, damages, or expenses arising from the Authorized Use of the lockers.
- (e) **Returns:** Notwithstanding anything to the contrary in this Agreement, if you return the lockers to us for any reason, then you will (i) use Pitney Bowes authorized service technicians to de-install the lockers from your location, and (ii) furnish the lockers to a service carrier specified by us to pick up and ship them to us, in each case at your expense.

#### 44. **AddressRight® Printers**

Certain provisions which apply when you purchase, lease or rent an AddressRight Printer are set forth at [pitneybowes.com/us/addressrightprinter-terms.html](http://pitneybowes.com/us/addressrightprinter-terms.html) and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

#### 45. **PitneyShip® Cube**

Certain provisions which apply when you purchase a service plan for PitneyShip Cube are set forth at [pitneybowes.com/us/pitneyshipcube-service-terms.html](http://pitneybowes.com/us/pitneyshipcube-service-terms.html) and are incorporated by reference.

#### 46. **ParcelPoint™ Self-Service Sending Kiosk**

- (a) If you are acquiring a ParcelPoint™ Self-Service Sending Kiosk (the “**Kiosk**”), your Order may include on-demand subscription services. We are not responsible for the contents of the Kiosk and related storage units. If we provide on-site service, one of your employees must accompany our service technician at all times during the service. You are solely responsible for selecting the location for the installation of the Kiosk, and for the safety and security of the individuals using the Kiosk. You will use reasonable efforts to ensure that only authorized users associated with your organization may use the Kiosk. **WE ARE NOT LIABLE FOR A USER’S NEGLIGENT USE OF THE KIOSK.** The respective carrier carrying each package is responsible for the shipping of packages processed through the Kiosk; we are not responsible. You will provide any assistance reasonably required by us to perform the services, including timely review of plans, delivery schedules for the services, and reasonable access to your sites for services performed onsite. You will collaborate with us to facilitate development and implementation of the user interface, including terms and conditions.
- (b) You bear the entire risk of loss, theft, damage or destruction to the Kiosk from the date of shipment by us.
- (c) Notwithstanding anything to the contrary in this Agreement, if you return the Kiosk to us for any reason, then you will (i) use Pitney Bowes authorized service technicians to de-install the Kiosk from your location, and (ii) furnish the Kiosk to a service carrier specified by us to pick up and ship it to us, in each case at your expense.