These Standard Systems Access and Use Terms and Conditions (these "**T&C's**"), govern the access to and use of certain software and systems owned and/or controlled by Newgistics, Inc., a Pitney Bowes company ("**Licensor**") as further described herein and in the Systems Access and Use Agreement (the "**Access Agreement**") executed by you and referencing these terms (the Access Agreement together with these T&C's, this "**Agreement**"). By signing the Access Agreement, you accept the terms of these T&C's and agree to be bound by them.

1. **DEFINITIONS**. Terms in capital letters will have the definitions given herein and in the preamble and "Background" of the Access Agreement. In addition, the following terms will have the following meanings in this Agreement:

"*Developer Materials*" means any technical data, specifications, documentation, software development kits and other materials that Licensor may provide to Licensee in connection with the Platform Interfaces or the Licensor Platform.

"*Governmental Authority*" means any government, legislature, regulatory authority, agency, commission, tribunal, or court or other law, rule, or regulation-making entity having jurisdiction on behalf of any nation or state or province or other subdivision thereof including any municipality or district.

"*Law*" means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, order, writ, judgment, injunction, decree, stipulation, award, determination or other requirement or rule of law of any Governmental Authority.

"*Open Source Software*" means any software classified as such by the Open Source Initiative or that is otherwise subject to terms that, as a condition of use, copying, modification or redistribution, requires such software or derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be redistributed free of charge or requires Intellectual Property Rights in or to such software or derivative works to be licensed or not asserted.

"*Personnel*" means, with respect to a person, its employees, directors, officers, agents, consultants and contractors.

"*Platform Interfaces*" means any application programming interface(s), connector(s) and/or other digital interface(s) provided by Licensor to Licensee for the purpose of communicating between an Integration Client and the Licensor Platform in connection with the Services, which (subject to the terms hereof) includes interfaces that enable Licensee to access the information necessary for operation of an Integration Client.

2. **LICENSE; PROPRIETARY RIGHTS**.

2.1. Licensor Platform. For purposes of this Agreement, unless otherwise agreed to in writing by the parties, the Licensor Platform solely comprises Licensor's proprietary warehouse management system, and in no event will be deemed to include any other instance of Licensor's, or its parent's or other affiliates' software or other technology systems, including, without limitation, Pitney Bowes' Pure Post / Complete Shipping API services or its associated technology.

2.2. Integration License from Licensor. Subject to, and conditioned on, Licensee's strict compliance with the terms and conditions of this Agreement, Licensor hereby grants Licensee a limited, personal, revocable, non-exclusive, royalty free, non-sublicensable and non-transferable license during the Term to: (a) use the Platform Interfaces in accordance with the Developer Materials and to use the Developer Materials, in each case, for the sole purposes of developing and testing an Integration Client for use with the Platform Interfaces; (b) access the Licensor Platform through the Platform Interfaces as described in the Developer Materials; and (c) make a reasonable number of copies of the Developer Materials for Licensee's internal use, in each case, solely on behalf of Customer and in connection with Customer's receipt of the Services.

2.3. License Restrictions. Except as expressly permitted hereunder, Licensee will not and will not permit, direct or encourage any of its Personnel or any other person to: (a) except as permitted by law, reverse engineer, disassemble, decompile or otherwise attempt to derive the source code or the underlying ideas, algorithms, structure or organization of the Platform Interfaces, the Licensor Platform or any part of any of the foregoing, in any form (collectively and together with the Developer Materials, "*Licensor Property*"); (b) sublicense, transfer, distribute or otherwise make available any Licensor Property; (c) lease, loan or sell any Licensor Property; (d) create derivative works of or otherwise modify any Licensor Property; (e) make any copies of any Licensor Property; or (f) attempt to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in any Platform Interface or the Licensor Platform, including without limitation, any such mechanism used to restrict or control the functionality of any of the foregoing.

2.4. Reservation of Rights. Licensor does not grant Licensee any rights in or to any Licensor Property except as expressly set forth in Section 2.2, and as between the parties, Licensor owns and retains ownership of the Licensor Property, including any and all intellectual property and proprietary rights, including, without limitation, those under patent law, copyright law, trade secret law, and trademark law ("*Intellectual Property Rights*") in, to, and arising from the foregoing. Licensee owns and retains ownership of the Integration Client, including all Intellectual Property Rights in and to the Integration Client, except to the extent any Licensor Property is incorporated therein.

2.5. Development Rights. As between Licensee and Licensor, all Intellectual Property Rights in all technology developed solely by Licensee under this Agreement is owned solely by Licensee. As between Licensee and Licensor, all Intellectual Property Rights in all technology developed by Licensor, whether solely or jointly with Licensee, under this Agreement is owned solely by Licensor, and Licensee hereby irrevocably assigns to Licensor all of Licensee's right, title, and interest in and to such Intellectual Property Rights. Nothing in this Agreement will impair Licensor's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with, any other products, software or technologies that Licensee may develop, produce, market or distribute under this Agreement or otherwise.

3. **LICENSEE'S OBLIGATIONS**.

3.1. Compliance with Laws. Licensee must comply with all applicable Laws and third-party contracts in Licensee's performance of this Agreement, including without limitation the development, operation and maintenance of an Integration Client.

3.2. Use of End-User Information. Licensee agrees to protect the privacy and legal rights of Customer's customers whose information is transmitted through or otherwise processed by an Integration Client (such customer, "*End Users*"). If any End User provides Licensee with, or if the Integration Client collects through any Platform Interface, any personal or sensitive information, including location-based information (any such information in Licensee's possession, control or custody in connection with this Agreement, "*End-User Information*"), Licensee must collect, process, use, store, disclose and transfer such information only in compliance with all applicable Laws, privacy policies and third-party contracts to which Licensee is bound. Further, Licensor and Integration Clients may only use such End-User Information for the limited purposes for which it has been provided or otherwise made available to Licensee.

3.3. Destruction of End-User Information. Licensee is responsible for maintaining the security of all End-User Information and will store the same only for as long as it is needed. Thereafter, Licensee must (a) permanently, and entirely, erase all inessential End-User Information from each Integration Client and Licensee's other software and its computers, servers, networks and other information technology infrastructure, and (b) destroy all documents and other tangible materials containing, reflecting, incorporating or based on inessential End-User Information in Licensee's possession, custody or control.

3.4. No Hidden Features. Licensee shall not attempt to hide, misrepresent or obscure any features, content, services or functionality in any Integration Client developed by Licensee from Licensor's review or otherwise hinder Licensor from being able to fully review such Integration Client.

3.5. No Interference. Licensee must not, and any Integration Client developed by Licensee must not, and neither Licensee nor such Integration Client shall enable others to (a) disable, hack, disrupt, damage, interfere or otherwise access in an unauthorized manner the Licensor Platform or any technology or service of Licensor or any third party, or any part of any of the foregoing, including without limitation monitoring of sensors and peripherals, alarm event detection, alarm communications or alarm transmissions, or (b) violate, tamper with, or circumvent the security of any computer network, software, passwords, encryption codes or technological protection measures.

3.6. Prohibition on Content. Licensee shall not, and will not permit, encourage or direct its Personnel or any other person to do the following with content returned from a Platform Interface or the Licensor Platform (including End-User Information):

a) Scrape, build databases or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

b) Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display or sublicense to any third party;

c) Misrepresent the source or ownership; or

d) Remove, obscure, or alter any copyright, trademark or other

proprietary rights notices, falsify or delete any author attributions, legal notices or other labels of the origin or source of material.

3.7. Open Source. If any Integration Client includes any Open Source Software, Licensee must (a) comply with all applicable Open Source Software licensing terms and (b) not use any Open Source Software in such a manner that would cause any software or Intellectual Property Rights of Licensor to be subject to any Open Source Software licensing terms, restrictions or obligations.

3.8. No Endorsement. Licensee must not, either directly or indirectly, promote or advertise the Integration Client as being endorsed or recommended by Licensor, nor may Licensee associate the Integration Client or Licensee's business or technology in any manner with any Licensor in any advertisement, promotional material or publication, including Licensee's website, without the prior written consent of Licensor.

3.9. Notification. If Licensee knows or suspects (or reasonably should know or suspect) that it or the Integration Client is not in compliance with this Agreement, Licensee must (a) immediately notify Licensor of the facts pertaining to such event, and (b) use its best efforts to mitigate the effects of any actual or threatened non-compliance.

3.10. Integration Client Criteria. Any Integration Client developed by Licensee must at all times be in compliance with Licensor's standard specifications it may adopt from time to time for an applicable Platform Interface; provided, Licensor provides Licensee a written copy of any such terms and reasonable prior written notice of any material change thereto.

3.11. Customer Non-Solicitation. During the Term and for a period of one year thereafter, neither Licensee nor any of its affiliates or representatives shall directly or indirectly, for itself or on behalf of another person or entity induce, influence, or encourage Customer to alter, terminate, or breach any of its contractual or other business relationships with Licensor (or its parent or any other affiliate), including, without limitation, the Services Agreement, or otherwise solicit business from Customer that is competitive with services Licensor (or its parent or any other affiliate) providers Customer. Licensee hereby agrees that the duration, scope and geographical area of the restrictions contained in this Section 3.11 are reasonable. Without limiting Section 9.5, on a determination that any term or provision of this Section 3.11 is invalid, illegal, or unenforceable, the court may modify this Section 3.11 to substitute the maximum duration, scope, or geographical area legally permissible under such circumstances to the greatest extent possible to effect the restrictions originally contemplated by the parties.

4. **Licensor Rights & Remedies**.

4.1. Right to Investigate. Licensor reserves the right to investigate each Integration Client for compliance with this Agreement. Such investigation may include Licensor accessing and using such Integration Client, for example to identify security issues that could affect Licensor or its customers or users. Licensee hereby consents to any such investigation. Licensor may suspend access to the Platform Interfaces by Licensee or the Integration Client without notice if Licensor believes that Licensee is in violation of this Agreement.

4.2. Platform Interface Limitations. Licensor, at its sole discretion' may set limits on the number of requests, calls and other requests that any Integration Client can make through a Platform Interface. Licensee agrees to such limitations and will not attempt to circumvent such limitations.

4.3. Monitoring; Usage Data. Licensor may monitor the use of the Platform Interfaces to ensure quality, improve Licensor's products and services, verify Licensee's compliance with these terms, and for any other purpose not prohibited by Law. Licensee will not interfere with such monitoring. Licensor may use any technical means to overcome such interference. Without limiting the foregoing, Licensor may collect statistics and other data on Licensee's use of the Platform Interfaces and, as between Licensor and Licensee, Licensor owns all such data, including all Intellectual Property Rights therein and thereto.

4.4. Suspension. Licensee agrees that (a) the form and nature of the Licensor Platform and the Platform Interfaces may change without prior notice to Licensee and that future versions of any Platform Interface may be incompatible with software programs developed to interface with previous versions of such Platform Interface, and (b) that Licensor may stop (permanently or temporarily) providing access to any Platform Interface to Licensee or to third parties generally at Licensor's sole discretion, without prior notice to Licensee.

4.5. Equitable Relief. Licensee agrees that its breach of Section 2.3 or failure to perform, or any other breach of, its obligations under Section 3 would cause irreparable injury to Licensor for which monetary damages would not be an adequate remedy. Accordingly, if Licensee so breaches or fails, or threatens to so breach or fail, notwithstanding Section 9.6, Licensor may seek equitable relief (including injunctive relief and/or specific performance) from any court of competent jurisdiction in addition to any remedies it may have hereunder or at Law, without having to post a bond or prove actual damages.

5. **CONFIDENTIALITY**.

5.1. Definition. "*Confidential Information*" means any information disclosed (whether in writing, orally, by inspection of tangible objects or otherwise) by one party (the "*Disclosing Party*") to the other (the "*Receiving Party*") during the Term (or prior to the Agreement Date with respect to any disclosures made during evaluation of the business relationship which is the subject of this Agreement if not governed by a separate agreement) that reasonably appears to be confidential or proprietary because of legends or other markings thereon, the circumstance of disclosure, or the nature of the information itself. By way of example and not limitation, Confidential Information includes documents (including this 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. For the avoidance of doubt, Developer Materials and End-User Information is Confidential Information of Licensor.

5.2. Exceptions. Confidential Information does not include any information which (a) was publicly known and generally available prior to the time of disclosure by the Disclosing Party, (b) 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 or its Personnel, (c) 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, or (d) is obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality.

5.3. Non-use and Non-disclosure; Maintenance of Confidentiality. The Receiving Party shall (a) not use any Confidential Information of the Disclosing Party for any purpose except to fulfill its obligations under this Agreement, (b) not disclose any Confidential Information of the Disclosing Party to third parties or to the Receiving Party's Personnel, except to those Personnel of the Receiving Party who are required to have the information for an allowable purpose set forth in this Section and who are bound by written obligations at least as protective of the Disclosing Party's Confidential Information as the terms in this Section, and (c) hold the Disclosing Party's Confidential Information in confidence and institute measures to protect such Confidential Information in a manner consistent with those taken to protect its own proprietary or confidential information, which shall not be less than a reasonable standard of care. 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 or its Personnel.

6. **TERM AND TERMINATION**.

6.1. Term. The term of this Agreement will commence on the effective date of the Services Agreement and will continue until the expiration or earlier termination of the Services Agreement (the "*Term*"), unless and until earlier terminated hereunder by either party pursuant to Section 6.2.

6.2. Termination. Either party may terminate this Agreement effective upon written notice to the other party if the other party has breached this Agreement and not cured such breach within the thirty (30) day period following receipt of written notice detailing the same. Licensor may terminate this Agreement effective upon written notice to Licensee (a) for any reason or for no reason upon fifteen (15) days' prior written notice, (b) following Licensee's breach of Section 2.3, 3, 5 or 7, or (c) if Customer has defaulted under or is otherwise in breach of the Services Agreement.

6.3. Effect of Termination or Expiration. Upon the expiration or termination of this Agreement for any reason, Licensee agrees to immediately cease all use of the Integration Client and all access of the Licensor Platform through the Platform Interfaces. Upon Licensor's request, Licensee shall promptly return to Licensor or destroy, Licensor's Confidential Information and any and all End-User Information in its possession, custody or control (with proof of such destruction). Sections 1, 2.3–2.4, 5, 6, 8 and 9 shall survive any termination or expiration of this Agreement. The parties' obligations under Section 8 with regard to any Integration Client that has been distributed to end users prior to the termination or expiration of the Agreement shall also survive.

7. **REPRESENTATIONS AND WARRANTIES**.

7.1. Authority; Enforceability. Licensee has the full right, power and authority to execute this Agreement, perform its obligations hereunder and to consummate the transaction contemplated hereunder. This Agreement has been duly and validly executed and delivered by Licensee and constitutes a valid, binding and enforceable obligation of Licensee, except as such enforceability may be limited under applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar Laws of general applicability relating to or affecting creditors'

rights and by general equitable principles.

8. DISCLAIMERS, INDEMNIFICATION AND LIMITATIONS.

8.1. <u>Licensee Indemnification</u>. Licensee shall indemnify, and hold harmless Licensor and its affiliated and controlling entities, and its and their Personnel (each, a "***Licensor Indemnitee***") from all liabilities, fines, damages, losses, deficiencies, judgments, interest, awards, penalties costs and expenses of whatever kind (including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers), and defend the Licensor Indemnitees against any third party (including Customer or a Governmental Entity) claim, suit, action or proceeding, in each case, arising out of, resulting from or related to: (a) Licensee's breach or misrepresentation of a representation or warranty set forth in <u>Section 7</u>, (b) Licensee's breach of <u>Section 2.3</u>, (c) Licensee's failure to perform any obligation under, or other breach of, <u>Sections 3</u> or <u>5</u>, (d) Licensee's Personnel's misuse, unauthorized disclosure of or other failure to adequately protect End-User Information, and (e) without limiting any of the foregoing, Licensee's development, maintenance, operation and/or support of an Integration Client.

8.2. <u>WARRANTY DISCLAIMERS</u>. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT AS SET FORTH HEREIN, THE LICENSOR PROPERTY IS PROVIDED "AS IS" AND LICENSOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, ARISING FROM COURSE OF DEALING OR TRADE PRACTICE, OR OTHER. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ACCURACY WITH RESPECT THE LICENSOR PROPERTY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, LICENSOR DOES NOT REPRESENT THAT THE USE OF ANY LICENSOR PROPERTY WILL PRODUCE ANY PARTICULAR RESULT OR ANY SOLUTION TO LICENSEE'S PARTICULAR NEEDS.

8.3. <u>LIMITATIONS OF LIABILITY</u>. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR WILL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PROFITS.

9. General.

9.1. <u>Entire Agreement</u>. This Agreement contains the entire agreement of the parties, and supersedes any and all previous agreements with respect to the subject matter hereof, whether oral or written. This Agreement may be amended or modified only by the written agreement of both parties.

9.2. <u>Assignment</u>. Neither party may assign this Agreement without the other party's prior written consent, which such consent will not be unreasonably withheld or delayed; provided, Licensor may assign this Agreement to any affiliate within the Pitney Bowes group. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9.3. <u>Relationship</u>. Nothing in this Agreement will be construed to constitute either party as the agent, employee or representative of the other party and no joint venture or partnership will be created hereby. Neither Licensor nor Licensee will have the power to bind the other or to incur obligations on the other's behalf without the other's prior written consent.

9.4. <u>Waiver</u>. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder.

9.5. <u>Severability</u>. If any provision of this Agreement is determined by a court of competent jurisdiction to be in violation of any applicable Law or otherwise invalid or unenforceable, such provision will to such extent as it is determined to be illegal, invalid or unenforceable under such Law be deemed null and void, but this Agreement will otherwise remain in full force and effect. Furthermore, it is the intention of the parties that in lieu of such illegal, invalid, or unenforceable provision, there automatically be added as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable so as to make enforceable the objectively determinable intent of the parties.

9.6. <u>Dispute</u>. This Agreement will be deemed to have been made in, and will be construed pursuant to the Laws of the State of Texas without regard to conflicts of Laws provisions thereof. Subject to <u>Section 4.5</u>, any disputes arising under or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the state or federal courts located in Texas. Each of the parties hereto hereby expressly and irrevocably (a) agrees that any legal suit, action or proceeding arising out of or relating to this Agreement of the transactions contemplated hereby may be instituted in any federal or state courts located in Travis County, Texas; (b) waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such proceeding; and (c) submits and consents to the exclusive jurisdiction of such courts in any such suit, action or proceeding, which submission shall not in any way limit an enforcement of any judgment, decision or award in the courts of any jurisdiction where such party has assets.

9.7. <u>Construction; Interpretation</u>. Section headings used herein are for convenience only and in no way are to be construed to define, limit or affect the construction or interpretation of any portion of this Agreement. The doctrine of *contra proferentem* shall not apply in the construction or interpretation of this Agreement. For purposes of this Agreement: (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; and (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa. Unless the context otherwise requires, references in this Agreement: (i) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (ii) to any legislation means such legislation as amended from time to time and includes any successor legislation thereto and any regulations or guidelines promulgated thereunder.

9.8. <u>Execution; Counterparts</u>. This Agreement may be executed in counterparts, which together shall constitute one instrument. Signature pages may be transmitted electronically, and the resulting copies shall be deemed effective to the same extent as the originals thereof.

9.9. <u>Bargained-for Basis</u>. EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL, BARGAINED-FOR BASIS OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

9.10. <u>Notices</u>. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with confirmation of receipt) to the parties at the address for such party set forth beneath such party's name in the Access Agreement (or at such other address for a party as shall be specified by like notice).

--End of Standard Systems Access and Use Terms and Conditions --