



ON-DEMAND SUBSCRIPTION SERVICES AGREEMENT

(for the State of Mississippi rev March, 2019)

Thanks for using our on-demand subscription services. These terms define the terms and conditions under which you're allowed to use the on-demand subscription services and how we'll treat your account while you're utilizing the on-demand subscription services. If you have any questions about our terms, feel free to [contact us](#).

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

The web sites through which you access the on-demand subscription services (each a "Site"; the OnDemand subscription services and the Sites are collectively called the "Services") are owned and operated by us or our vendors. With exception of the MYGraphics terms which are attached hereto as Exhibit A, additional product-specific license and lease terms applicable to certain of the Services ("Product Terms") can be found at www.pitneybowes.com/us/smb-terms/on-demandsubscription-services-product-terms.html and all are incorporated into this Agreement. For the avoidance of doubt, and for clarification purposes only, the SendPro® Subscription with Equipment Lease Product Terms found in the aforementioned link shall mean SendPro® Subscription with Equipment Rental Terms.

1. Eligibility

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

2. Use of the Service

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

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

You won't use the Services for or make the Services available to any third party. In addition, you agree not to use the Services to send infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the Services. Disruptions include but are not limited to denial of service attempts, distribution of advertising or chain letters, propagation of computer worms and viruses, or use of the Services to make unauthorized entry to any other device accessible via the Services. For the Services and related software, you will not (i) make derivative works; (ii) sublicense, sell, rent, lease, lend, timeshare, disclose, transfer or host the Services, documentation or any other confidential or

proprietary information to or for any other parties; (iii) use the Services to modify or reproduce a third party's materials unless you have the legal right to do so; (iv) distribute any part of the Services over any network, including a local area network; or (v) extract any data from the Services and use such data for any purpose other than for your use of the Services.

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

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

3. Term and Termination; Suspension

a) The term of this Agreement begins on the activation date of the applicable On Demand Services and will remain in effect for each Service for the duration of the Order or SOW applicable to such Service. Each Order or SOW will be effective as of the date in such Order or SOW and will remain in effect until its expiration or until your account is closed. If this Agreement is terminated, any Order entered into beforehand will, unless terminated under another provision of this Agreement, remain in effect for its entire term and this Agreement will remain in effect for the Order until its termination.

b) Unless the Product Terms state otherwise, you may terminate your account at any time and for any reason by giving thirty days' notice to us.

c) We may at any time without notice : i) refuse to accept or fulfill your Orders or any part of any Orders for the Sites and/or Services; or ii) move, suspend or terminate all or any part of the Sites and/or Services or terminate your account, in each case, in the event you use the services in a manner not authorized in accordance with Section 2 above.

d) Once your use of a Service is terminated, (i) we may permanently delete your account and all the data associated with it, in accordance with our records management policies and as permitted by applicable law, (ii) you must immediately stop using the Service and Software, and remove any Software from the computers on which it was installed, (iii) each party will promptly return or destroy all confidential information of the other party; and (iv) your access to the Service will continue through the current billing period for access to the Service (the "Billing Period") for which you have paid in advance, unless you have failed to comply with this Agreement, in which case your access will be immediately revoked. You won't be entitled to a refund from us under any circumstances.

e) Termination of this Agreement will be in addition to and not in lieu of any other legal or equitable remedies available at law.

4. Changes

We may change the Services and any features from time to time with written notice to you by sending an email to the last email address you gave to us. If you do not wish to continue using the modified Services, you may terminate your use of the Service, effective the last day of the current Billing Period for which you have paid in advance.

5. Account and Password

By registering for the Services, you will be prompted to establish certain passwords and provide other

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

6. Account Disputes

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

7. Fees; Payment Terms

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

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

c) Section 6 of the General Conditions for Negotiated Contracts shall apply with respect to taxes where the State has procured the Licensed Products. Otherwise, if the entity procuring the Licensed Product is not exempt, then the procuring entity shall pay us for, all charges and taxes which are based on, measured by, imposed on, resultant from or levied upon this Agreement, the sale, purchase, personal property ownership, leasing, value, possession, or use of the Licensed Products, including, without limitation, sales, excise, use or property taxes, but excluding taxes on or measured by our net income. Such charges and taxes shall be collected from the procuring entity and remitted by us to the appropriate tax authorities to the extent that we are required by law to do so. Mississippi is a tax exempt entity and does not pay taxes.

8. Personal Information

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

9. Trademarks

Pitney Bowes, the Pitney Bowes logo, and associated brand names and domain names are our intellectual property in the United States and other countries. All marks not owned by us are the

property of their owners. You may not use, and nothing contained on the Sites or in this Agreement grants any right to use, any trademark displayed on the Site without our written permission or from the owner of the trademark. In addition, except as explicitly set forth in this Agreement, you will not use any copyrighted work displayed on the Sites or any of our other intellectual property without our prior written consent.

10. Feedback; Data

- a) You grant to us (and our affiliates and vendors, if applicable) the right to use the data you provide to us as necessary to provide the Services and as provided in our Privacy Statement. We reserve the right to use, without limitation, any anonymized or aggregated data that does not identify you or any user of the Service relating to use of the Service. We retain the right to use data derived from your use of the Service for our internal purposes and for the purposes of performing analytics on the Service, or for improving or enhancing the Service or other products or services offered by us to our customers, all in accordance with the Privacy Statement.
- b) You assign to us all right, title, and interest (including all rights in copyright and resulting patents) in any data, feedback, suggestions, and written materials provided to us related to your use of the Services.
- c) You'll ensure that you have the appropriate rights to (including the right to provide to us) all data, files, materials or other information that you provide to us in connection with our provision of the Services.

11. LIMITATION OF LIABILITY

- a) **YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE SERVICE AND WE WILL NOT BE LIABLE FOR ANY SUCH LOSS. IF THE WAIVER OF LIABILITY IN THE PREVIOUS SENTENCE IS NOT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS MADE RELATING TO YOUR USE OF OR INABILITY TO USE THE SPECIFIC SERVICE IN ANY BILLING PERIOD WILL BE NO MORE THAN TWO (2) TIMES WHAT YOU PAID US TO PROVIDE THE SERVICE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE APPLICABLE CLAIM(S) AROSE, REGARDLESS OF WHEN NOTICE OF SUCH CLAIM(S) WAS GIVEN. NOTWITHSTANDING THE FOREGOING, OUR AND OUR AFFILIATES' ENTIRE LIABILITY AND YOUR SOLE REMEDY WITH RESPECT TO THE PROVISION OF MAINTENANCE SUPPORT IS, AT OUR OPTION, REFUND OF TWO (2) TIMES THE AMOUNT PAID FOR SOFTWARE MAINTENANCE FOR THE RELEVANT LICENSED PRODUCT DURING SUCH TWELVE MONTH PERIOD, REPLACEMENT OF ANY DEFECTIVE MEDIA, OR PROVISION AGAIN BY US OF SUCH SOFTWARE MAINTENANCE. WITHOUT LIMITING THE FOREGOING, WE SHALL HAVE NO LIABILITY WITH RESPECT TO EXCLUDED SOFTWARE.**

b) NEITHER WE, NOR YOU WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST POSTAGE, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION OR LOST OR DAMAGED DATA, WORK STOPPAGE OR COMPUTER FAILURE OR MALFUNCTION, DATA THE OTHER PARTY OR ANY THIRD PARTY MAY SUFFER UNDER ANY CIRCUMSTANCES, EVEN SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. THE FOREGOING DOES NOT APPLY TO AMOUNTS THAT MAY BE OWED TO THIRD PARTIES WITH RESPECT TO INDEMNIFICATION OBLIGATIONS UNDER SECTION 5 OR TO OBLIGATIONS UNDER SEPARATE CARRIER AGREEMENTS RELATED TO THE THIRD PARTY CONTENT AVAILABLE TO YOU AS CLICK THROUGH AGREEMENTS ("CARRIER AGREEMENTS").

12. INDEMNITY

We will not be responsible for, and will not indemnify, defend or hold you harmless from any claims or suits (including reasonable attorneys fees) against you by a third party based on: (a) any event that would cause the warranty in this Agreement to be inapplicable under Section 2(a) (whether during or after the Warranty Period); (b) use of a release of the Licensed Product that is not the most current release made available to you to the extent that such claim or suit could have been avoided or mitigated by your use of such most current release; or (c) the breach by you of any representations or warranties set forth this Agreement.

Pursuant to Article 4 Section 100 of the Mississippi State Constitution, the State neither indemnifies you or any other parties nor waives a potential right of recovery.

13. SERVICE AVAILABILITY; DISCLAIMERS

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

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

14. Third Party Sites

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

15. Compliance with Laws

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

16. Assignments

You may not assign any of your rights under this Agreement to anyone else without our prior written consent. We may assign or subcontract our rights to any other individual or entity at our discretion.

17. U.S. Government Restricted Rights

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

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

a) This Agreement will be governed by the laws of the State of Mississippi without regard to its principals of conflict of laws. In the event of any dispute arising out of or relating to this Agreement, a suit shall be brought only in a federal or state court of competent jurisdiction located in Hinds County in the State of Mississippi.

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

19. Force Majeure

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

20. Notices

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

21. Independent Contractor

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

22. Miscellaneous

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

Exhibit A

TM

PitneyBowesMyGraphics

Designer System

Product Terms

(Last modified October 30, 2017, rev for MS 6/2019)

Submission of Content

- a) You'll submit materials, including but not limited to text, data, photos, images, graphics, or any of these elements in combination ("Content") in the format specified by Pitney Bowes.
- b) You're solely responsible for the Content you submit. You represent and warrant that (i) you have the legal right to copy, display, distribute and/or make derivative works of the Content that you submit to Pitney Bowes, share or print; (ii) the Content you submit will be used for lawful purposes only and in a manner consistent with local, state and federal laws and regulations; (iii) the Content may be legally possessed and used in the state, province or territory where you reside or where you intend to use the Content; and (iv) that any individuals whose images you have included in the Content have given their permission for that use. You acknowledge, agree and warrant that you understand that the Content you submit is not provided, approved, or endorsed in any way by the postal service.
- c) You won't submit Content that constitutes any of the following:
- Content, whether appearing individually or in combination with other content or images, that may cause the customized postage/graphics program to become a public forum, including but not limited to: content or images actively advocating or disparaging the religious, political, or legal agenda of any person or entity, including but not limited to content or images designed to influence a specific piece of legislation; partisan or political content or images, including but not limited to content or images supporting or opposing election of any candidate(s) to any federal/state/local governmental office or supporting or opposing any referendum conducted by federal/state/local government; or content or images related to human reproduction or sexuality, including but not limited to content or images related to services or counseling with regard to pregnancy, abortion, or other sexual matter;
 - Any material for any unlawful purpose or that is obscene, offensive, cruel, blasphemous, pornographic, sexually suggestive, deceptive, profane, threatening, menacing, abusive, harmful, an invasion of privacy, supportive of unlawful action, patently offensive, defamatory, slanderous, libelous, vulgar, violent, discriminatory (for example, based on race, color, religion, gender, sexual orientation, age, national origin, ancestry, or physical/mental ability), negatively pertaining to any particular individual or otherwise objectionable, or that

Website Feedback

advocates any of the impermissible messaging mentioned above;

- Content containing non-incidental depictions of firearms, ammunition, or gambling;
- Content depicting: illegal activities, illegal substances, paraphernalia designed for use in connection with illegal substances or activities, or convicted criminals or anything related to the sale of alcoholic beverages, tobacco or tobacco-related products; profanity, nudity, or sexually explicit functions or materials; anything related to the sale of products designed for use in connection with sexual activity, or products, services, or entertainment directed to sexual stimulation;
- Material which might express or imply ideological, economic or other views not generally accepted as in the public interest;
- Any material that you do not have a right to transmit or communicate under any contractual or fiduciary relationship or which infringes or may infringe any copyright, trademark, publicity, privacy, patent or other intellectual property right or any moral right of any living or deceased person or entity;
- Any material which is likely to cause harm to any computer systems upon which the material will be run or processed, including but not limited to material which contains any virus, code, worm, data or other files or programs designed to damage or allow unauthorized access to any computer system or which may cause any defect, error, malfunction or corruption to any computer system; or
- Any material that emulates any form of valid indicia or payment for postage, or resembles or could be confused with postal markings, or text required or recommended by postal regulation; and
- Any material that violates any postal service guidelines and rules in the location where the Content will be used.

d) You're solely responsible for confirming that any Content you submit meets all of the requirements described in these terms. By submitting Content, you represent and warrant to Pitney Bowes that the Content meets these requirements. You agree that while Pitney Bowes has the right to review the Content you submit to determine its suitability for use and compliance with these terms, nothing requires Pitney Bowes to perform a review. You understand and agree that if Pitney Bowes, in its sole discretion, determines that any Content or other material you submit is inappropriate, offensive or does not meet these terms, Pitney Bowes may reject your submission or if already accepted may subsequently terminate your use of any Content or other material at any time without explanation.

Violation of Terms

If you violate any of these terms, Pitney Bowes may, in its sole discretion, terminate your use of the MyGraphics™ Designer System at any time. If you publicize the violation, you acknowledge that Pitney Bowes will suffer substantial damage to its reputation and goodwill and that you'll be liable for any resulting damage, including consequential and indirect damages, and that Pitney Bowes will be entitled to injunctive relief without having to post any bond.

Indemnification

You remain solely liable for any Content submitted by you and agree that Pitney Bowes shall not be responsible for and shall not indemnify and hold you harmless for any and all damages that occur or are threatened as a result of your failure to comply with or breach of any of these terms, including, without limitation any claims asserted as a result of Content submitted or used by you during your use of My Graphics Designer System.