

File No. 241156

Committee Item No. 6

Board Item No. 13

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date January 22, 2025

Board of Supervisors Meeting Date January 28, 2025

Cmte Board

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Completed by: Brent Jalipa Date January 16, 2025

Completed by: Brent Jalipa Date January 23, 2025

1 [Agreement - Pitney Bowes, Inc. - Mailroom Equipment and Supplies - Not to Exceed
2 \$23,550,000]

3 **Resolution approving the Agreement between the City, acting by and through the**
4 **Office of Contract Administration, and Pitney Bowes, Inc. for mailroom equipment,**
5 **supplies and postage, for an initial term of three years from February 1, 2025, through**
6 **January 31, 2028, with the option to extend the term for two additional years, for a total**
7 **contract duration of five years, and for a total not to exceed amount of \$23,550,000; and**
8 **to authorize the Office of Contract Administration to make necessary, non-material**
9 **changes to the Agreement prior to its final execution by all parties that do not**
10 **materially increase the obligations or liabilities to the City and are necessary or**
11 **advisable to effectuate the purposes of the Agreement.**

12
13 WHEREAS, Umbrella Contract GRP0000022 with Pitney Bowes provides a variety of
14 mailroom equipment such as postage meters, automated mailing systems, envelope openers,
15 and document scanners for rental or purchase by all City departments to handle high volumes
16 of mail, manage their postage and track shipments; and

17 WHEREAS, Since 2021, nine City departments have leased or purchased mailroom
18 equipment and supplies from Pitney Bowes, the primary department user being the City
19 Administrator’s Office Reproduction and Mail Services (“ReproMail”), the City and County of
20 San Francisco’s central printing and mailing facility, which provides reprographic and mailing
21 services to all City departments; and

22 WHEREAS, Because this contract includes the purchase of United States Postal
23 Services (“USPS”) postage, nearly 99.66% of Umbrella Contract GRP0000022’s \$23,550,000
24
25

1 not to exceed amount will be for the purchase of USPS postage, paid by the City to USPS
2 through its use of Pitney Bowes Inc.'s equipment; and

3 WHEREAS, Charter, Section 9.118(b) requires Board of Supervisors' approval by
4 Resolution of any contract which, when entered into, extends over 10 years, and of any
5 contract which, when entered into, costs the City \$10,000,000 or more; and

6 WHEREAS, The proposed Agreement contained in File No. 241156, is substantially in
7 final form, with all material terms and conditions included, and only remains to be executed by
8 the parties upon approval of this Resolution; now, therefore, be it

9 RESOLVED, That the Board of Supervisors hereby approves the Agreement in
10 substantially the form contained in File No. 241156; and, be it

11 FURTHER RESOLVED, That the Board of Supervisors authorizes the Office of
12 Contract Administration to make any modifications to the Agreement, prior to its final
13 execution by all parties, that the Office of Contract Administration determines, in consultation
14 with the City Attorney, are consistent with this Resolution, in the best interest of the City, do
15 not materially increase the obligations or liabilities of the City, are necessary or advisable to
16 effectuate the purposes of the Agreement, and are in compliance with all applicable laws,
17 including City's Charter; and, be it

18 FURTHER RESOLVED, That within 30 days of the Agreement being fully executed by
19 all parties, the Office of Contract Administration shall submit to the Clerk of the Board of
20 Supervisors a completely executed copy for inclusion in File No. 241156; this requirement and
21 obligation resides with the Department, and is for purposes of having a complete file only, and
22 in no manner affects the validity of approved Agreement.

<p>Item 6 File 24-1156</p>	<p>Department: Office of Contract Administration</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution approves a three-year agreement between the Office of Contract Administration (OCA) and Pitney Bowes, Inc., with an option to extend for two additional years, and a total not-to-exceed amount of \$23,550,000, for mailroom equipment, supplies, and postage services. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • Since 2021, City departments have independently procured Pitney Bowes equipment and services without a City-wide contract. The proposed City-wide agreement ensures compliance with purchasing regulations and centralizes procurement processes, consolidating existing leases and purchases under one umbrella contract. • OCA waived competitive solicitation requirements and designated Pitney Bowes as a sole-source provider because their proprietary equipment was already being utilized by various City Departments. • Over 97% of historical spending on Pitney Bowes services comes from the ReproMail Division in the City Administrator’s Office, which processes about 7.29 million mail pieces annually. • 99.66% of costs under this contract are estimated to go towards USPS postage, based on historical spending patterns, with the remainder allocated to equipment rental, maintenance, and supplies. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The agreement includes a \$20,481,652 estimated cost for five years based on historical expenditures, plus a 15% contingency of \$3,072,248, resulting in an NTE amount of \$23,550,000. • Funds will be sourced from individual departments based on usage using a mix of General Fund and enterprise funds. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolution. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) any modification to such contracts of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

Pitney Bowes, Inc.

The Office of Contract Administration (OCA) administers City-wide contracts to provide centralized procurement services, ensuring that departments across the City have access to goods and services through pre-established agreements. Since 2021, departments have independently purchased equipment and services from Pitney Bowes, Inc. without a City-wide contract. OCA now wants to establish the first City-wide agreement to ensure compliance with the City’s purchasing regulations.

As allowed under Administrative Code Chapter 21.5(b), OCA has waived competitive solicitation requirements for the proposed new agreement, designating Pitney as the sole source provider for mailroom equipment and services currently owned or rented by various City Departments. Once this agreement is in place, those leases will be moved to this City-wide agreement. According to OCA, Pitney Bowles is a widely used mail and postage provider.

Historical Spending

Since 2021, nine City departments have leased or purchased mailroom equipment, supplies, and postage services from Pitney Bowes, Inc., with the City Administrator’s Office Reproduction and Mail Services (ReproMail) being the primary user. ReproMail serves as the central printing and mailing facility for all City departments, providing printing and mailing services.

Exhibit 1 below illustrates the top five departmental users of Pitney Bowes' services from 2021 to 2023.

Exhibit 1: Top 5 City Departments by Expenditure on Pitney Bowes Services, CY 2021-2023

Department	2021	2022	2023	Total	Annual Average
City Administrator's Office	\$3,122,189	\$5,006,243	\$3,871,599	\$12,000,031	\$4,000,010
Human Services Agency	\$73,039	\$45,203	\$10,911	\$129,152	\$43,051
Airport	\$66,817	\$22,000	\$22,890	\$111,708	\$37,236
Planning	\$8,450	\$4,849	\$4,997	\$18,296	\$6,099
Retirement System	\$4,653	\$5,650	\$7,289	\$17,592	\$5,864
Other Departments	\$7,506	\$9,275	\$21,832	\$27,701	\$9,234
Total	\$3,282,653	\$5,093,220	\$3,939,518	\$12,304,480	\$4,101,494

Source: OCA Memo

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve an agreement between the Office of Contract Administration and Pitney Bowes, Inc., for mailroom equipment, supplies, and postage services. The agreement includes an initial term of three years, from February 1, 2025, through January 31, 2028, with an option to extend for two additional years. The total not-to-exceed amount of the contract is \$23,550,000. The resolution also authorizes the Office of Contract Administration to make necessary non-material changes to the agreement, provided it does not materially increase the City's liabilities.

Scope of Work and Goods

The agreement provides for the rental or purchase of various mailroom equipment, including postage meters, automated mailing systems, envelope openers, and document scanners. Under the contract, Pitney Bowles equipment should have 95 percent or better uptime. Additionally, departments can procure maintenance services for all rented or purchased equipment, mailing supplies, and U.S. Postal Service (USPS) postage through Pitney Bowes.

Examples of mailing supplies include toner, ink cartridges, ribbons, envelopes, mailing boxes, shipping supplies, packaging tape, and postage scales. The agreement specifically excludes staples and paper.

Major Print Jobs

The ReproMail Division processed approximately 7.29 million mail pieces in FY 2023-24. Major contributors include City departments such as the Public Utilities Commission (PUC), which

accounted for 2.05 million pieces, including water bill statements and CleanPowerSF notices. The Treasurer-Tax Collector (1.06 million pieces) and the Employee Retirement Division (607,000 pieces) also handled a large volume of mail, including property tax bills and retirement checks. Some printed communications may be mandated by regulations. However, exploring digital options for non-mandated items and encouraging customers to opt-in to paper statements could offer a cost-effective alternative to printed government communications.

Pricing and Discounts

The proposed contract does not specify equipment or service pricing but states that pricing will be aligned with Pitney Bowes’ standard local and state government pricing. The contract notes certain service discounts, which are shown below but subject to change at any time during the agreement:

1. Up to 88% savings on USPS shipping labels.
2. A 4-cent discount per First-Class Mail letter compared to retail stamp prices.
3. Up to 46% savings on First-Class postage through presorting services

The contract allows City departments to purchase postage and mailing equipment on an as-needed basis. Costs will be negotiated for each transaction. OCA notes that because Pitney Bowles is widely used by other governments, pricing indexes for Pitney Bowles products are publicly available and may be used to benchmark City transactions.

FISCAL IMPACT

The total not to exceed amount for this agreement is \$23,550,000, covering a three-year term and the option to extend for two additional years. The basis for the spending outlined below in Exhibit 2.

Exhibit 2: Contract Spending Projection 2025-2028

Description	Amount
Average Annual Encumbrances	\$4,096,330
New Contract Duration	5 Years
<i>Subtotal</i>	<i>20,481,652</i>
Contingency (15%)	3,072,248
Proposed Revised Executed Contract NTE	23,553,900
Proposed Revised Executed Contract NTE (Rounded)	\$23,550,000

Source: OCA

Note: To estimate the not exceed amount of the proposed agreement, OCA used the average purchase order amount for current Pitney Bowles contracts (\$4,096,330), which is slightly less than the average actual spending of \$4,101,494 noted in Exhibit 1.

As noted above, over 97 percent of historical contract spending has been in the ReproMail Division of the City Administrator’s Office. ReproMail recovers costs for this contract and its

operations by charging other City Department end users for mailing services. The proposed spending will be funded by a mix of General Fund and enterprise funds.

According to OCA, nearly 99.66% of the total NTE, or approximately \$23,470,575, is expected to be spent on USPS postage based on historical expenditure patterns. The projected annual allocation of funds is summarized below in Exhibit 3.

Exhibit 3: Projected Annual Usage

Category	Annual Average	Annual Average
Maintenance	\$7,373	0.18%
Supplies	409	0.01
Meter Rental	6,144	0.15
USPS Postage	4,082,402	99.66
Total	\$4,096,330	100%

Source: OCA

RECOMMENDATION

Approve the proposed resolution.

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

**Agreement between the City and County of San Francisco
and
Pitney Bowes Inc., through its Sending Technology Solutions division**

**PeopleSoft Umbrella Contract ID GRP0000022
TC95020**

This Agreement is made this 1st day of February 2025 by and the City and County of San Francisco (“City”), State of California, and Pitney Bowes Inc., through its Sending Technology Solutions division (“Contractor”) and City.

Recitals

WHEREAS, City desires to lease, rent or purchase certain Equipment (as hereinafter defined) and obtain accompanying and ancillary software licenses and services for the Equipment and Contractor desires to lease, rent or sell such Equipment and ancillary software licenses and services to City from Contractor; and

WHEREAS, Contractor represents and warrants that it is qualified to deliver the Services and Goods required by City as set forth under this Agreement; and

WHEREAS, Contractor was selected pursuant to San Francisco Administrative Code Section 21.5(b) pursuant to waiver OCAWVR0008385 granted by the Office of Contract Administration; and

WHEREAS, this contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code’s subcontracting participation requirements because this Contract is primarily for Commodities and, as such, there is no Local Business Enterprise (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, this Agreement is for repair, maintenance, or similar services related to the purchase of equipment that must be performed by the manufacturer or authorized distributor (as defined by the 2023 PSC Policy of the Civil Service Commission) and, as such, is exempt from Civil Service Commission review; and

WHEREAS, the Department has filed Ethics Form 126f2 (Notice of Submission of Proposal) because this Agreement has a value of \$100,000 or more in a fiscal year and will require the approval of the Board of Supervisors; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement has a value of \$100,000 or more in a fiscal year and will require the approval of the Board of Supervisors]; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by [insert resolution number] on [insert date of Commission or Board action] in the amount of [insert Dollar Amount] for the period commencing [Insert Start Date] and ending [Insert End Date]; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 “Agreement” or “Primary Agreement” means this contract document, including all attached appendices, an Order and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 “City” means the City and County of San Francisco, a municipal corporation, and all City agencies authorized to utilize this Agreement, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing”.

1.3 “City Data” means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.4 “CMD” means the Contract Monitoring Division of the City.

1.5 “Commodities” or “Goods” means the products, materials, equipment or supplies to be provided by Contractor under this Agreement.

1.6 “Confidential Information” means confidential City information including, but not limited to, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (“Chapter 12M”). Confidential Information includes, without limitation, City Data.

1.7 “Consumable Supplies” means supplies utilized in the normal use of mailing equipment, including but not limited to toner and ink, integrated printhead/ink cartridges, ink rollers, drum cartridges, ribbons and similar items, developer, fuser agent, sumps, preventative maintenance kits, envelopes, shipping & mailing supplies, mailing boxes & cartons, bubble, stretch wrap & craft paper, bags & pouches, bubble lined & padded mailers, inserting system supplies, packaging tape & tape dispensers, packing supplies, postage scales, tabs (wafer seals), USPS special service labels and forms, addressing printer supplies, document printer supplies, label & badge printer supplies, letter folders & openers, production printing system supplies, and scanning & tracking accessories. **Consumable supplies shall not include staples or paper.**

1.8 “Contractor” means Pitney Bowes Inc.

1.9 “Deliverables” means Contractor’s or its subcontractors’ work product, including any partially completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.10 “Equipment” shall mean the totality of the mailroom equipment (including any documentation related thereto) manufactured by Contractor and leased, rented, or purchased by the City and County of San Francisco and/or its individual departments from Contractor pursuant to this Agreement. Mailroom equipment includes postage meters and scales, folder inserters, envelope sealers, letter openers, sorting machines, address printers, shredders, date and time stampers, mail scanners, excluding Meter (as defined in Appendix D) and standalone software.

1.11 “Equipment Schedule” shall mean the mutually agreed upon Pitney Bowes quote form and City issued Purchase Orders for each Individual Equipment Lease or Individual Equipment Rental. The Parties agree that the “Individual Equipment Lease” or “Individual Equipment Rental” will be in the Equipment Schedule rather than in free-standing separate agreements.

1.12 “Individual Equipment Lease” or “Individual Equipment Rental” means the acquisition of Equipment, all associated optional Equipment and related software, features, delivery, installation, removal, training, all maintenance, including drum replacement, and all consumable supplies for a fixed period of time at a fixed payment per month. Consumable supplies do not include paper and staples. A lease may include additional charges for copies over and above a monthly copy allowance. This Agreement shall be incorporated in all Equipment Leases and Rentals, and its terms remain in effect as to those individual Equipment Leases or Rentals until each such individual agreement has expired or been terminated.

1.13 The term “Individual Equipment Lease Term” or “Lease Term” shall mean the length of time as designated in increments of three (3), four (4) or five (5) years for an Equipment order.

1.14 “Individual Equipment Rental Term” or “Rental Term” shall mean the length of time as designated in increments of twelve (12) months or less for an Equipment order.

1.1 “Lease Order Agreement” means an Order placed by City for the purpose of leasing or renting Products for exclusive use by City for a stated period of time, after which the leased equipment will be returned to Contractor.

1.2 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.3 “Order” means Lease Order Agreement or Purchase Order Agreement or any other order executed by the parties.

1.4 “Party” and “Parties” means the City and Contractor either individually or collectively.

1.5 “Product” or “Products and Services” means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor. The term Product includes goods and services.

1.6 “Purchase Order Agreement” means an Order placed by City for the purpose of purchasing Products for exclusive use and ownership by City.

1.7 “Services” means the work performed by Contractor under this Agreement as specifically described in the attached Appendices, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement and Equipment Leases

2.1 Term.

2.1.1 The term of this Agreement shall commence on February 1, 2025 and expire on January 31, 2028, unless earlier terminated as otherwise provided herein. Notwithstanding the foregoing, any Order entered into before the expiration or termination of this Primary Agreement will remain in effect for its entire term and this Primary Agreement will remain in effect for purposes of the Order until the expiration or termination of such Order, unless otherwise terminated.

2.1.2 **Options to Renew.** City and Contractor may mutually agree to renew the Agreement for additional one (1) year periods for a total of two (2) additional years through January 31, 2030 by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.” Extensions may be for the whole or partial period provided for above.

2.1.3 **No Automatic Renewal.** Notwithstanding anything to the contrary contained in this Agreement (including, without limitation, any terms and conditions of Contractor attached hereto): (a) in no event shall the term of this Agreement be longer than the initial term expressly stated in this Agreement; (b) any automatic renewal or extension (whether or not conditioned upon any notice or absence thereof from either Party) or any similar “evergreen” provision shall be deemed null and void *ab initio*; and (c) the term of this Agreement shall not be extended or renewed except by written agreement duly authorized, executed and delivered by City. In the event of any inconsistency within this Agreement relating to the duration of the initial term hereof, the shorter initial term shall govern. If no initial term is stated in this Agreement, then the term shall be one year from the date on which the term commences.

2.2 **Term of Each Individual Equipment Lease.** Subject to Section 3.1, the term of each Individual Equipment Lease shall commence with respect to such Equipment in accordance with Section 1 of Appendix D.

2.2.1 Duration of Individual Equipment Leases.

(a) Equipment Leases shall have an initial term of 2, 3, 4 or 5 years. Extensions to the initial term are allowed but no Individual Equipment Lease, including any authorized extensions, shall exceed ten (10) years. In no case shall the combination of the terms of this Agreement, any Individual Equipment Lease, or any extension or renewal exceed ten years. Board of Supervisors approval is required for contracts in excess of ten years.

(b) City may, at least thirty (30) calendar days prior to the end of the initial term or renewal term, give Contractor written notice of its election to renew an Individual Equipment Lease. At the conclusion of an Individual Equipment Lease, the City may renew the in-place Equipment as follows and as mutually agreed to with the Contractor.

(c) Upon notice to renew from City, Contractor shall provide a quote for lease extension and City shall issue a revised Purchase Order and the City and Contractor will execute an Order. Any optional features in effect during the original lease shall be included at no additional monthly charge.

(d) If City fails to exercise its option to renew as herein provided, City must return the equipment as set forth in Appendix D Section 3. City's failure to return the Equipment upon the expiration of the Individual Equipment Lease and as set forth in Appendix D Section 3 will be deemed as acceptance of a renewal period of one successive month, unless prohibited by law, except that City's acceptance of a renewal period of one successive month at a time shall not exceed three months, at which time City must return the Equipment, enter into a new lease or rental agreement, or be deemed in breach of this Agreement, unless prohibited by law

2.2.2 **No Automatic Renewal of Individual Equipment Leases.**

Notwithstanding anything to the contrary contained in this Agreement (including, without limitation, any terms and conditions of Lessor attached to a Purchase Order): (a) in no event shall the term of an Individual Equipment Lease be longer than the initial term expressly stated in the Lease; (b) any automatic renewal or extension (whether or not conditioned upon any notice or absence thereof from either party) or any similar "evergreen" provision shall be deemed null and void ab initio; and (c) the term of the Individual Equipment Lease shall not be extended or renewed except by written agreement in the form of a revised Equipment Schedule and Purchase Order duly authorized, executed and delivered by City, except that where City has elected to not return the Equipment past the Individual Equipment Lease expiration date for the purpose entering into renewal term of one month for a period of up to three months, a revised Equipment Schedule shall not be required. In the event of any inconsistency within the Individual Equipment Lease relating to the duration of the initial term hereof, the shorter initial term shall govern. If no initial term is stated in the Individual Equipment Lease, then the term shall be one year from the date on which the term commences.

2.3 **Term of Each Individual Equipment Rental and Meter Services.** Subject to Section 3.1, the term of each Individual Equipment Rental and Meter Services shall commence with respect to such Equipment in accordance with Section 26 of Appendix D. .

2.3.1 **Duration of Individual Equipment Rentals.**

(a) Equipment Rentals shall have an initial term of 12 months or less. Extensions to the initial term are allowed but no Individual Equipment Rental, including any authorized extensions, shall exceed ten (10) years. In no case shall the combination of the terms of this Agreement, any Individual Equipment Rental, or any extension or renewal exceed ten years. Board of Supervisors approval is required for contracts in excess of ten years.

(b) City may, at least thirty (30) calendar days prior to the end of the initial term or renewal term, give Contractor written notice of its election to renew an Individual Equipment Rental. At the conclusion of an Individual Equipment Rental, the City may renew the in-place Equipment as follows and as mutually agreed to with the Contractor.

(c) Upon notice to renew from City, Contractor shall provide a quote for lease extension and City shall issue a revised Purchase Order. Any optional features in effect during the original lease shall be included at no additional monthly charge.

(d) City must return the Equipment as set forth in Appendix D Section 3. City's failure to return the Equipment upon the expiration of the Individual Equipment Rental and as set forth in Appendix D Section 3 will be deemed as acceptance of a renewal period of one successive month, except that City's acceptance of a renewal period of one successive month at a time shall not exceed three months, at which time City must return the Equipment, enter into a new lease or rental agreement, or be deemed in breach of this Agreement.

2.3.2 No Automatic Renewal of Individual Equipment Rentals.

Notwithstanding anything to the contrary contained in this Agreement (including, without limitation, any terms and conditions of Lessor attached to a Purchase Order): (a) in no event shall the term of an Individual Equipment Rental be longer than the initial term expressly stated in the Lease; (b) any automatic renewal or extension (whether or not conditioned upon any notice or absence thereof from either party) or any similar "evergreen" provision shall be deemed null and void ab initio; and (c) the term of the Individual Equipment Rental shall not be extended or renewed except by written agreement in the form of a revised Equipment Schedule and Purchase Order duly authorized, executed and delivered by City, except that where City has elected to not return the Equipment past the Individual Equipment Rental expiration date for the purpose entering into successive monthly renewal terms for a period of up to three months, a revised Equipment Schedule shall not be required. In the event of any inconsistency within the Individual Equipment Rental relating to the duration of the initial term hereof, the shorter initial term shall govern. If no initial term is stated in the Individual Equipment Rental, then the term shall be one year from the date on which the term commences.

2.4 Purchase Option. City shall have the option to purchase all or any portion of the Equipment on the last day of the initial term or current renewal term of an Individual Equipment Lease or Rental for a purchase price equal to the Fair Market Value thereof as of the date of purchase. Such option shall be exercised by written notice to Contractor at least forty-five (45) calendar days prior to the last day of the initial term or current renewal term. Fair Market Value of the Equipment shall be determined by mutual agreement of Contractor and City within fifteen (15) calendar days after receipt by Contractor of the notice from City. Upon the purchase of any item of Equipment pursuant to this Section 3.6, all of Contractor's right, title and interest in and to such Equipment, and any improvements or additions to such Equipment, shall be automatically transferred directly to City, free and clear of all liens or other encumbrances created by or through Contractor and all interests of Contractor. Contractor shall execute and deliver, upon the request of City, such bills of sale and any other documents, certificates or statements reasonably necessary in connection with such transfer. If City fails to exercise its option under this Article 3, the Contractor shall, subject to Section 3.5, be free to sell or lease the Equipment on or after the end of the initial term or the current renewal term.

2.5 Equipment Title. Except for purchased Equipment, the City shall have no right, title, or interest in Leased Equipment except the use and maintenance rights as provided herein or to any additions, repairs, replacements or modifications thereto. Title to the Equipment shall remain with Contractor. City agrees to keep the Equipment free and clear of all liens and claims.

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions.

3.1.1 **Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.1.2 **Maximum Costs.** City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.2 **Authorization to Commence Work.** Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of work.

3.3 **Compensation.**

3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed **Twenty-Three Million Five Hundred Fifty Thousand Dollars and Zero Cents (\$23,550,000.00)**, City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services or Goods covered by this Agreement.

3.3.2 **Payment Limited to Satisfactory Services and Delivery of Goods.** Contractor is not entitled to any payments until City approves the Services rendered and Goods delivered, which approval shall not be unreasonably withheld. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory delivery of Services and Goods even if the unsatisfactory character was apparent or could have been detected at the time such payment was made. Non-conforming Goods may be rejected by City and in such case must be replaced by Contractor without delay at no cost to City.

3.3.3 **Withhold Payments.** If Contractor fails to provide the Services and Goods in accordance with Contractor's obligations under this Agreement, City may withhold any and all payments due to Contractor until such failure to perform is cured, except that for payments pertaining to Equipment Rentals and Leases, City shall not withhold such payment

unless Contractor fails to cure within 15 business days of having been informed of its failure to perform..

3.3.4 Invoice Format. Invoices submitted by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID, PeopleSoft Supplier Name, complete description of the Services or Goods delivered (including manufacturer name, manufacturer SKU, and product description), sales/use tax (if applicable), unit cost, unit of measure, quantities, extended cost, and contract payment terms. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 Reserved (LBE Payment and Utilization Tracking System).

3.3.6 Getting paid by City for Services and Goods.

(a) City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [SF City Partner at sfgov.org](https://www.sfgov.org).

3.3.7 Reserved (Grant Funded Contracts).

3.3.8 Payment Terms.

(a) **Payment Due Date:** Unless City notifies the Contractor that a dispute exists, Payment shall be made within thirty (30) calendar days, measured from (1) the delivery of Goods and rendering of the Services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date City issued a check to Contractor or, if Contractor has agreed to electronic payment, the date City posted electronic payment to Contractor.

(b) **Payment Discount Terms:** Intentionally Omitted.

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to City, during regular business hours, accurate books and accounting records relating to its Services and Goods. Contractor will permit City to audit, examine and make copies of such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to City for the statutory penalties set forth in that section.

3.6 Reserved (Payment of Prevailing Wages)

3.7 **Reserved (Displaced Worker Protection Act).**

Article 4 Services and Goods

4.1 **Reserved (Primary and Secondary Contractors).**

4.2 **Term Agreement – Indefinite Quantities.** This is a term, indefinite quantities Agreement to supply the Services and Goods identified in this Agreement. Unless otherwise specified herein, Services and Goods will be required in quantities and at times as ordered during the period of the Agreement. Estimated Services and Goods are approximate only. City, in its sole discretion, may purchase any greater or lesser quantity. Purchasing may also make purchases from other suppliers when Purchasing determines, in its sole discretion, that City has an immediate need for the Services and Goods or that it is not practical to purchase against this Agreement. City will not honor minimum order charges under this Agreement.

4.3 **Qualified Personnel.** Contractor represents and warrants that it is qualified to deliver the Services and Goods required by City, and that all Services and Goods will be delivered by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule.

4.4 **Services.**

4.4.1 **Awarded Services.** Contractor agrees to perform the Services stated in the attached Appendices. Officers and employees of City are not authorized to request and City is not required to compensate for Services beyond those stated. If, during the term of the Agreement, a contract service is determined to be unacceptable for a particular department, and such is documented by Purchasing, Contractor agrees that the service will be canceled and removed from the Agreement without penalty to City. City's sole obligation to Contractor is payment for Services performed prior to the cancellation date. City shall give Contractor ten (10) days' notice prior to any cancellation. City will contract for the required service from any source and in the manner as determined by Purchasing. Contractor must notify Purchasing in writing, which can include email, certified mail, or other trackable mail, thirty (30) days in advance of any changes in the Services required in the Agreement. Any changes made without the approval of Purchasing will constitute a Default.

4.4.2 **Subcontracting.** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.4.3 **Independent Contractor; Payment of Employment Taxes and Other Expenses.**

(a) **Independent Contractor.** For the purposes of this Section 4.4, “Contractor” shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents, and employees will not represent or hold themselves out to be employees of City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by the City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor is liable for its acts and omissions. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor’s performing Services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any of its agents or employees. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor’s compliance with this Section. Should City determine that Contractor is not performing in accordance with the requirements of this Section, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor’s receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

(b) **Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.4.4 **Warranty (Services).** Contractor warrants to City that the maintenance Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the maintenance Services are performed so as to ensure that all maintenance Services performed are correct and appropriate for the purposes

contemplated in this Agreement. Contractor warrants to City that the manufacturer's warranty and service will be passed on to the City at the time of delivery.

4.5 **Goods.**

4.5.1 **Awarded Goods.** If during the term of the Agreement, a contract item is determined to be unacceptable for a particular use, Contractor agrees that the item will be canceled and removed from the Agreement without penalty to City. City's sole obligation to Contractor is payment for deliveries made prior to the cancellation date. City shall give Contractor ten (10) calendar days' notice prior to any cancellation. If a contracted item has been discontinued by the Contractor, Contractor will replace the equipment or software it with equipment or software of a functionally equivalent model.

4.5.2 **Place of Manufacture.** No article furnished hereunder shall have been made in prison or by convict labor, except Goods purchased for use by City's detention facilities. City may require Contractor to provide within seven (7) business days from the date they are requested to do so, information and documentation requested by Purchaser, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations from manufacturer(s) they claim to represent, lines of credit with financial institutions for manufacturer(s) they claim to represent, lines of credit with financial institutions and suppliers, numbers of employees, trade references and any other information to determine Contractor's fitness to supply the Agreement requirements.

4.5.3 **Electrical Products.** Goods must comply with all applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Code of Regulations and, for electrical products, Sections 110.2 and 110.3 (B) of the S.F. Electrical Code.

4.5.4 **Condition of Goods.** Goods offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein. Contractor shall establish quality control measures, as applicable to department's operations, and promptly provide documented reports to City of any product defects or premature failures.

4.5.5 **Inspection.** All Goods supplied under said Order or statement of work shall be subject to inspection and acceptance or rejection by Purchasing or any department official responsible for inspection. Acceptance will not be unreasonably withheld. Non-conforming or rejected Goods may be subject to reasonable storage fees.

4.5.6 **F.O.B.** Goods shall be shipped Freight on Board, to any destination named in a Purchase Order issued by City against this Agreement. *The cost of shipment must be incorporated into the offered unit costs.*

4.5.7 **Failure to Deliver.** If Contractor fails to deliver Goods of the quality, in the manner or within the time called for by this Agreement, such Goods may be bought from any source by Purchasing or, the City may terminate the Agreement for default; or, the City may return deliveries already made and receive a refund.

4.5.8 **Safety Data Sheets.** Where required by law or by City, Contractor will include Safety Data Sheets (SDSs) with delivery for applicable items. Failure to include the SDSs for such items will constitute a material breach of contract and may result in refusal to accept delivery.

4.5.9 **Warranty for Goods.** Contractor warrants to City that the manufacturer's warranty and service will be passed on to the City at the time of delivery.

4.6 **Assignment.** The Services and Goods to be delivered by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City, which approval shall not be unreasonably withheld, by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void . .

4.7 **Reserved (Liquidated Damages).**

4.8 **Reserved (Performance Bond).**

4.9 **Reserved (Fidelity Bond).**

4.10 **Reserved (Emergency - Priority 1 Service).**

4.11 **Annual Usage Reports by Contractor.**

4.11.1 Upon request, and to the extent such data is not readily available in Contractor's self-serve portal, Contractor shall prepare and submit to City an electronic report in Microsoft Excel or CSV format identifying the Goods for which payments have been made by City to Contractor under this Agreement ("Usage Report").

4.11.2 The Usage Report shall include, at a minimum, the following data:

- (1) Name of City department issuing the Purchase Order
- (2) Purchase Order ID
- (3) Invoice Number and Date
- (4) Itemized list of all Goods delivered, , unit cost, quantity, unit of measure, and extended cost.

4.11.3 Upon request, Contractor must also furnish a separate Usage Report for Goods delivered to City which are not part of this Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 **Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(c) Workers' Compensation Liability Insurance, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.

(d) Reserved (Professional Liability Insurance).

(e) Technology Errors and Omissions Liability Insurance, with limits of \$1,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the delivery of the Services and Goods defined in the Agreement and shall also provide coverage for the following risks:

(i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(f) Cyber and Privacy Liability Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

(g) Reserved (Pollution Liability Insurance).

5.1.2 **Additional Insured**

(a) The Commercial General Liability Insurance policy must include as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must include as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees.

(c) Reserved (Auto Pollution Additional Insured Endorsement).

5.1.3 **Waiver of Subrogation.** The Workers' Compensation Liability Insurance policy(ies) shall include a waiver of subrogation in favor of City for all work performed by the Contractor, and its employees, agents and subcontractors.

5.1.4 **Primary Insurance.**

(a) The Commercial General Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) Reserved.

5.1.5 **Other Insurance Requirements.**

(a) Thirty (30) days' advance written notice shall be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to City address set forth in Section 11.1 entitled "Notices to the Parties."

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, be maintained for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any Services or delivering any Goods, Contractor shall furnish to City certificates of insurance including additional insured and waiver of subrogation status, as required, with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide the Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, and its officers, agents and employees and the Contractor as additional insureds and waive subrogation in favor of City, where required.

5.2 Indemnification.

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are not contributed to by any act of, or by any

omission to perform some duty imposed by law or agreement on, Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, experts, and related costs and City's costs of investigating any claims against City. For the avoidance of doubt, City's terms in this Section shall supersede any discrepancy, inconsistency, gap or silence, ambiguity, or conflicting language in Contractor's terms as attached to this Agreement or otherwise modified without City's knowledge or consent.

5.2.2 In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such Claim is tendered to Contractor by City and continues at all times thereafter.

5.2.3 **Infringement Indemnification.** If notified promptly in writing of any judicial action brought against City based on an allegation that City's use of the Licensed Software infringes a patent, copyright, or any right of a third party or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property (Infringement), Contractor will hold City harmless and defend such action at its own expense. Contractor will pay the costs and damages awarded in any such action or the cost of settling such action, provided that Contractor shall have sole control of the defense of any such action and all negotiations or its settlement or compromise. If notified promptly in writing of any informal claim (other than a judicial action) brought against City based on an allegation that City's use of the Licensed Software constitutes Infringement, Contractor will pay the costs associated with resolving such claim and will pay the settlement amount (if any), provided that Contractor shall have sole control of the resolution of any such claim and all negotiations for its settlement.

5.2.4 Under no circumstances will City indemnify or hold harmless Contractor.

Article 6 Liability of the Parties

6.1 Limitation of Liability.

6.1.1 **LIABILITY OF CITY.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES AND GOODS DELIVERED IN CONNECTION WITH THIS AGREEMENT.

6.1.2 **LIABILITY OF CONTRACTOR.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND EXCEPT AS PROVIDED IN THIS SECTION 9.4, CONTRACTOR'S LIABILITY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OR FOR DAMAGES CAUSED BY CONTRACTOR'S NEGLIGENCE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS

AGREEMENT SHALL NOT EXCEED NINE MILLION DOLLARS (\$9,000,000). CONTRACTOR'S LIABILITY LIMIT SET FORTH HEREIN SHALL NOT APPLY TO (1) CONTRACTOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 5.2 OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, CONTRACTOR'S OBLIGATION TO INDEMNIFY AND DEFEND CITY PURSUANT TO THE INFRINGEMENT INDEMNIFICATION OBLIGATIONS EXPRESSED THEREIN, (2) DAMAGES CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT, (3) LIMIT CLAIMS OR GENERAL DAMAGES THAT FALL WITHIN THE REQUIRED INSURANCE COVERAGES SET FORTH IN ARTICLE 10 OF THIS AGREEMENT, (4) STATUTORY DAMAGES SPECIFIED IN THIS AGREEMENT, AND (5) WRONGFUL DEATH CAUSED BY CONTRACTOR.

6.1.3 CITY'S RIGHT TO ANY CLAIM OR CAUSE OF ACTION UNDER THIS AGREEMENT SHALL BE LIMITED SOLELY BY THE APPLICABLE STATUTE OF LIMITATIONS. ANY DISPUTE BETWEEN THE PARTIES WILL BE RESOLVED EXCLUSIVELY BY THE TERMS SET FORTH IN THE PRIMARY AGREEMENT. CITY DOES NOT WAIVE ITS RIGHT TO SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING.

6.2 **Liability for Use of Equipment.** It is understood and agreed that the City is responsible for loss of or damage to any Contractor-owned Equipment involved, only if caused by the negligent or wrongful actions of City's officers, agents and employees.

6.3 **Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services and Goods delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 **Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by City to enable City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code,

Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience.

8.1.1 Termination for Convenience of the Agreement. Both Parties shall have the option, in their sole discretion, to terminate the Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor 30 days' prior written notice of termination. Contractor shall exercise this option by giving the City 90 days' prior written notice of termination. The notice shall specify the date on which termination shall become effective. For purposes of clarification, the Parties agree that this Section applies solely to the Agreement and does not apply to the Parties' rights and obligations under Individual Equipment Lease or Rental Agreements entered into under the Agreement (which are addressed in Section 8.2, below).

8.1.2 Termination for Convenience of an Individual Equipment Lease. City may terminate all or any Individual Equipment Lease(s) for City's convenience and without cause at any time by giving Contractor thirty days written notice of such termination. In the event the City decides to terminate all or part of any Individual Equipment Lease the following payment formula shall apply: City shall pay the remaining balance due on the Lease Term less any Meter Services or equipment maintenance agreement payments, plus an equipment return fee and any unpaid balances due (if any). Within 30 (thirty) days after City makes this payment Contractor shall remove the terminated Equipment.

8.2 Termination for Default; Remedies.

8.2.1 Termination for Contractor's Default.

(a) **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" by Contractor under this Agreement:

(i) **False Statement.** Any statement, representation or warranty contained in this Agreement or in any other document submitted to City under this Agreement is found by City to be false or misleading.

(ii) **Failure to Perform Other Covenants; Breach of Warranty.** Contractor fails to perform or breaches any warranty, agreement, provision or covenant of this Agreement to be performed or observed by Contractor as and when performance or observance is due and such failure or breach continues for a period of thirty (30) calendar days after the date on which such performance or observance is due.

(iii) **Voluntary Insolvency.** Contractor (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing

against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (v) takes action for the purpose of any of the foregoing and because of such voluntary insolvency, Contractor is unable to perform its material obligations under this Agreement.

(iv) **Involuntary Insolvency.** Without consent by Contractor, a court or government authority enters an order, and such order is not vacated within fifteen (15) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor and because of such involuntary insolvency, Contractor is unable to perform its material obligations under this Agreement.

(b) **Remedies Upon Event of Default.** Upon and during the continuance of an Event of Default by Contractor, if an Event of Default is not cured by Contractor within thirty (30) days after City has given written notice of the Event of Default to Contractor, City may do any of the following, individually or in combination with any other remedy:

(i) **Termination.** City may terminate this Agreement. Such termination shall not waive any rights or remedies of City hereunder. For purposes of clarification, no termination fee shall apply to termination upon event of Contractor Default by City under this Section 13.2.

(ii) **Legal Action.** City may take whatever action at law or in equity necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of Contractor under this Agreement.

(iii) **Reserved..**

8.2.2 **Remedies Nonexclusive.** Each of the remedies provided for in Section 8.3.1(b) may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations, including the right to bring suit for damages. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

8.3 **Rights and Duties upon Termination or Expiration.**

8.3.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services and Goods	8.2.2	Default Remedies
3.3.7(a)	Reserved (Grant Funded Contracts – Disallowance)	9.1	Reserved (Ownership of Results)
3.4	Audit and Inspection of Records	9.2	Reserved (Works for Hire)
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security

8.3.2 Subject to the survival of the Sections identified in Section 8.4.1, above, and except for Individual Equipment Rentals or Leases with an expiration date exceeds the end date of this Agreement, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect.

Article 9 Rights in Deliverables

9.1 **Reserved (Ownership of Results).**

9.2 **Reserved (Works for Hire).**

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement (“Mandatory City Requirements”) are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City’s Charter; Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*); or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In delivering the Services and Goods, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Consideration of Salary History.** Contractor shall comply with San Francisco Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or “Pay Parity Act.” Contractor is prohibited from considering current or past salary of an applicant

in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements.

10.5.1 Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

10.5.2 **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

10.6 **Local Business Enterprise and Nondiscrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7 **Reserved (Minimum Compensation Ordinance).**

10.8 **Reserved (Health Care Accountability Ordinance).**

10.9 **First Source Hiring Program.** Contractor must comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement; and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 **Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for

which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor’s board of directors; Contractor’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Reserved (Slavery Era Disclosure).

10.13 Reserved (Working with Minors).

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Article 142, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Labor and Employment Code (“Article 142”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of Article 142, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Article 142.

10.14.2 The requirements of Article 142 shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Article 142 shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Reserved (Nonprofit Contractor Requirements).

10.16 **Food Service Waste Reduction Requirements.** If applicable, Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 **Reserved (Distribution of Beverages and Water).**

10.17.1 **Reserved (Sugar-Sweetened Beverage Prohibition).**

10.17.2 **Reserved (Packaged Water Prohibition).**

10.18 **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.18.1 Reserved.

10.19 **Reserved (Preservative Treated Wood Products).**

10.20 **Reserved (Sweat Free Procurement).**

10.21 **Environment Code Chapter 5, Resource Conservation Ordinance.**

10.21.1 **Reserved (Printing Services and/or Writing Paper Products).**

10.21.2 **Reserved (Collection of Recyclable Materials).**

10.22 **Reserved (Prop J Approval).**

10.23 **Use of City Opinion.** Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor's performance under this Agreement without prior written permission of Purchasing.

Article 11 General Provisions

11.1 **Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Director of Purchasing City and County of San Francisco Office of Contract Administration Purchasing Division City Hall, Room 430 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4685 Email: OCA@sfgov.org Phone: (415) 554-6743 Fax: (415) 554-6717
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To Contractor:	Name: Joe Inferrera Title Director- Lease Marketing Company Pitney Bowes Global Financial Services LLC Address 27 Waterview Drive, Shelton, CT 06484 Email: joe.inferrera@pb.com
	With a copy to: Pitney Bowes Inc. 3001 Summer Street Stamford, CT 06926-0700 Atten: EVP, Chief Legal Officer and Corporate Secretary

Any notice of default or data breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party at least ten (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Laws Requiring Access for People with Disabilities.

11.2.1 Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

11.2.2 Contractor shall adhere to the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), Section 255 of the Communications Act Guidelines, the applicable Revised Section 508 Standards, and Web Content Accessibility Guidelines 2.1, Level AA, as amended from time to time. Contractor shall ensure that all information content and technology provided under this Agreement fully conforms to the applicable Revised 508 Standard, as amended from time to time, prior to delivery and before the City's final acceptance of the Services and/or Deliverables.

11.3 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's delivery of Services and Goods, and City's payment are subject to the California Public Records Act, (California Government Code §7920 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 **Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

11.6 **Dispute Resolution Procedure.**

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the delivery of Services and Goods under this Agreement. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section. For the avoidance of doubt, this Section sets forth the entirety of any limitations and requirements pertaining to arbitration.

11.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against City until a written claim therefor has been presented to and rejected by City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.6.3 **Reserved (Health and Human Service Contract Dispute Resolution Procedure).**

11.7 **Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 **Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 **Entire Agreement.** This contract, including the appendices, sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 **Compliance with Laws.** Contractor shall keep itself fully informed of City's Charter, codes, ordinances and duly adopted rules and regulations of City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12 **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 **Order of Precedence.** The Parties agree that this Agreement, including all appendices, sets forth the Parties' complete agreement. If the Appendices to this Agreement include any standard printed terms from Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between City's terms and Contractor's printed terms attached, City's terms in this Agreement shall take precedence, followed by Contractor's printed terms.

11.14 **Notification of Legal Requests.** Unless prohibited by federal law or subpoena, Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor receives the request. Unless prohibited by federal law or subpoena, Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

Article 12 Department Specific Terms

12.1 Reserved (Exclusion Lists and Employee Verification).

12.2 **Valid Existence; Licenses and Permits.** Contractor is a duly formed legal entity, validly existing and in good standing under the laws of the jurisdiction of its formation. Contractor is qualified to do business in the State of California and has obtained all necessary licenses, permits, approvals and authorizations necessary or proper in order to perform Contractor's obligations hereunder.

12.3 **Authorization; Enforceability.** Contractor has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Contractor has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with the terms hereof.

12.4 **No Misstatements.** No document furnished or to be furnished by Contractor to City in connection with this Agreement or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

12.5 **Contractor's Warranties.** If Contractor is not a manufacturer, dealer or vendor of the Equipment, then Contractor hereby assigns to City during the term of this Agreement, and irrevocably appoints City its agent and attorney-in-fact during the term of this Agreement to assert from time to time, whatever claims and rights, including warranties of the

Equipment, which Contractor may have against the manufacturer, dealer or vendor of the Equipment.

12.6 **Warranty – Merchantability and Fitness.** Contractor warrants that all Equipment furnished to the City under this Agreement are merchantable and fit for the particular purpose for which Contractor knows, or has reason to know City sought to procure them.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 **Protection of Private Information.** If this Agreement requires City to disclose “Private Information” to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in delivering the Services and Goods. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 **City Data; Confidential Information.** In the delivery of the Services and Goods, Contractor may have access to, or collect on City’s behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City’s behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Reserved (Payment Card Industry (“PCI”) Requirements).

13.3 Reserved (Business Associate Agreement).

13.4 Management of City Data.

13.4.1 **Use of City Data.** Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor's environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor certifies that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.4.3 Protected Health Information. Where applicable, Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information, if any, disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Agreement. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement.

13.4.4 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of the City. City shall not assign to Contractor any right, title, and interest (including all rights in copyright and resulting patents) in any data, information, feedback, suggestions, and written materials provided to Contractor related to City's use of the Licensed Products. With City's prior written consent, Contractor may use City's name in its client list and identify City as a client when communicating with prospective clients, in each case along with our product or service that City is using. With City's prior consent, Contractor can use City's name and logo in marketing content, including in an advertising campaign.

13.5 Loss or Unauthorized Access to City's Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within ninety-six (96) hours, but within twelve (12) hours if the Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

Article 14 MacBride And Signature

14.1 **MacBride Principles -Northern Ireland.** The provisions of San Francisco Administrative Code Chapter 12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

Pitney Bowes Inc

Taraneh Moayed
Procurement Manager
Office of Contract Administration

Chris Gordon
Director

City Supplier Number: 0000013110

Approved as to Form:
David Chiu
City Attorney

By: _____
Gustin R. Guibert
Deputy City Attorney

Approved:
Sailaja Kurella
Director of the Office of Contract Administration,
and Purchaser

By: _____
Sailaja Kurella

Appendices

- A: Scope of Services and Goods
- B: Calculation of Charges
- C: Regulatory and Compliance Requirements
- D: Pitney Bowes State and Local Fair Market Value Lease Terms
- E: Privacy Statement
- F: On Premise Software License Agreement and On-Demand Subscription Services Agreement
- G. D12000 Inserting System Terms
- H. PBBackup and PC-Backup
- I. Additional Terms and Conditions for Addressright
- J. Cube Coverage Terms for PitneyShip

Appendix A Scope of Services and Goods

- A. Covered Goods and Services.** Covered goods and services under this Agreement includes all mailroom equipment and ancillary printers, furniture, accessories manufactured by Pitney Bowes. Upon request, Contractor shall also provide training and support services which may be held at City department locations or remotely. On site training will be at no additional charge if the equipment is either under warranty or an active maintenance plan. Additional training outside of initial installation will be at City's expense. Contractor will be responsible for the cost of all travel, lodging and food; no charges will be passed on to the City.
- B. Support.** Contractor shall maintain a toll-free technical support telephone line during the contract term. The telephone line shall be accessible to City personnel who need to obtain competent technical assistance regarding the installation or operation of the Contractors equipment. The toll-free support line shall be available during regular working hours, defined as 8:00 A.M. to 5:00 P.M. Local time Monday through Friday.
- C. Instruction Manuals** - Instruction manuals are available at no cost for each piece of equipment that is purchased or rented. Instructions Manuals are found online at <https://www.pitneybowes.com/us/support.html>. The instruction manual shall contain, but not be limited to:
- Glossary
 - A section defining the capabilities of the equipment (specifications)
 - A general section describing the technical operation of the equipment
 - A section describing the installation and use criteria of the equipment
 - All manuals and instruction shall be in the English language
- D. Equipment Performance** – All equipment at each individual location shall maintain, at all times a 95% or better uptime. Downtime shall be computed from the time the Contractor representative is notified of equipment failure until the equipment is fully operational. Equipment that does not meet the performance standard of 95% for a two (2) consecutive month period or for three (3) months in a rolling twelve (12) month period shall be replaced by the Contractor with equal or better equipment. It is understood and accepted that equipment failure may not be attributed to the use of recycled paper and/or recycled/remanufactured supplies, as long as those products meet the specifications set by the USPS.

Appendix B Calculation of Charges

Pricing for this contract will be negotiated by the Parties at the time of product request. However, all pricing under this Agreement will be aligned with Pitney Bowes' standard local and state pricing offered to valued state and local government clients that are not acquiring from a cooperative or other contract.

Pitney Bowes also offers discounted postage rates through its partnership with the United States Postal Service (USPS). Discounted postage rates are subject to change. These include:

1. USPS Partnership and Special Discounts: As an authorized USPS partner, Pitney Bowes provides clients with access to discounted rates on various USPS services. For instance, users of PitneyShip® software can save up to 88% on USPS shipping labels compared to standard retail rates. Additionally, Pitney Bowes clients save 4 cents on every First-Class letter sent versus using stamps. Pitney Bowes also offers a 4-cent discount on each First-Class Mail® letter compared to the standard retail stamp price. This means that if the retail rate for a First-Class letter is \$0.73, using Pitney Bowes services would reduce the cost to \$0.69 per letter.

2. Large Packages: For packages weighing over 16 ounces, Pitney Bowes offers significant discounts of up to 30% through its partnership with USPS. These discounts are available when using PitneyShip® software to print USPS shipping labels. Additionally, Pitney Bowes unlocks USPS Cubic pricing for packages up to 20 pounds. This pricing model bases shipping costs on package dimensions rather than weight, offering significant savings for small, heavy packages.

3. Presort Services: By presorting mail, Pitney Bowes helps clients qualify for postage discounts typically reserved for high-volume mailers. This process involves organizing mail by ZIP code and other criteria before sending, which streamlines USPS processing and reduces costs. Clients can save up to 46% on First-Class postage through presorting.

4. Electronic Return Receipt (eRR): For Certified Mail™, Pitney Bowes offers eRR, which provides the same benefits as the traditional "Green Card" but with digital processing. This method reduces manual handling and offers savings on return receipt services.

Appendix C Regulatory and Compliance Requirements

1. Additional Services and Goods.

If, in the satisfaction of governmental interests it is necessary to purchase additional Services and Goods from Contractor, additional Services and Goods may be added to this Agreement by mutual agreement of the Parties in accordance with Chapter 21 of the San Francisco Administrative Code.

2. Reserved (Regulatory Requirements)

3. Delivery

Contractor must comply with the following delivery requirements.

- A. **Notice of Delivery:** Prior to all deliveries, Contractor shall provide scheduled delivery dates to the ordering department. Any deliveries made without prior scheduling will be rejected by the department with no additional costs incurred.
- B. **Hours of Delivery** All deliveries shall be made and accepted at the City location indicated by the ordering department between the hours of 8:00 A.M. and 2:00 P.M. (adjust hours if needed)
- C. **Inside Deliveries.** To the extent applicable, all deliveries will be “Inside Deliveries” as designated by a representative of the City placing the order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor’s carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify City.
- D. **Packaging.** All products must be delivered in the manufacturer’s standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity’s Purchase Order number.
- E. **Substitutions:** No substitutions will be allowed unless approved in advance in writing by City.
- F. **Emergency Deliveries:** Emergency deliveries shall be delivered by best means possible. Should the emergency delivery cause City to incur additional costs not contemplated by this Agreement, Contractor shall obtain City’s prior approval. Contractor shall notify City of the estimated time of delivery.
- G. **Back Orders:** Contractor shall notify the ordering department immediately if it is unable to deliver the items and/or quantity ordered. Contractor must notify and obtain approval from the ordering department prior to delivery of any back-ordered items. Department may reject back-ordered items at no additional costs incurred to City. In the event that back-ordered items are delayed in excess of five (5) working days, City reserves the right

to reject partial shipment or cancel the item(s) ordered from the Agreement, at no additional cost incurred to the City.

H. **Packing Slips:** All deliveries must include a packing slip and must provide the following information:

1. Complete description including manufacturer's name and part number
2. Quantity ordered
3. Purchase Order ID
4. Back-ordered items and amount back-ordered

4. Other Requirements.

A. **Hours of Operation:** Contractor must maintain normal business hours of at least 8:00 A.M. to 5:00 P.M., Monday through Friday throughout the term of the Agreement, and be open at all times during that period.

B. **Support:** Contractor shall be responsible for providing technical support and assistance to City through Contractor's own personnel, equipment and facilities as well as through manufacturer's technical representatives. As part of this technical support and assistance, Contractor shall provide personnel with in-depth technical knowledge of the products Contractor is providing under this Agreement, to answer questions and offer any assistance required by City personnel, during City business hours (8:00 A.M. – 5:00 P.M.).

C. **Infectious Disease Terms:** Contractors required to perform physical activities on City property that places Contractor or its employees in proximity to medical patients, including but not limited to San Francisco Department of Public Health facilities where patient care or counseling is performed, shall be subject to the following requirements, as applicable:

1. **Infection Control, Health and Safety:**

- a. Contractor must demonstrate personnel policies/procedures for COVID-19 exposure control consistent with CDC recommendations, Cal/OSHA regulations, SF DPH Health Orders, Directives, and Guidance. The Contractor's attention is directed to Cal/OSHA's new 8 CCR 3205 COVID-19 Prevention Emergency Temporary Standard and/or any successor regulations.
- b. Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.
- c. Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
- d. Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

- 2. Aerosol Transmissible Disease Program, Health and Safety:**
- a. Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
 - b. Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
 - c. If/when Contractor determines that they do not fall under the requirements of 8 CCR 5199 Contractor is directed to Cal/OSHA's Emergency Temporary Standard for COVID-19, 8 CCR 3205, which applies to all employers who do not fall under 8 CCR 5199 but for who's employees have potential for exposure to COVID-19.

Appendix D

PITNEY BOWES STATE AND LOCAL FAIR MARKET VALUE LEASE TERMS

These Terms, the Order and the Primary Agreement to which this Appendix D is attached make up your Agreement with Pitney Bowes. Capitalized terms not defined below will have the same meanings set out in the Primary 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 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 and withdrawal; repair or replacement of the PSD as described in Section 28; and the SoftGuard Program outlined in Section 30. “**Equipment**” means the equipment listed on the Order, excluding any Meter or standalone software. “**Lease**” means Lease terms and conditions set out in Sections 1 through 9.

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

LEASE TERMS

1. 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, unless it ends earlier due to (i) termination at our option upon the occurrence of an event of default, provided that all payment obligations under this Lease survive termination of this Agreement, or (ii) termination under Section 8 or 9 below (the “**Lease Term**”). For new Leases, the Lease Term begins on the date the Equipment is shipped if we don’t install the Equipment, and the date of installation if we install the Equipment (“**Install Equipment**”). 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 Term will commence to align with your current periodic invoice date. **You may not cancel this Lease for any reason, except as expressly set forth in the Primary Agreement and Sections 8 or 9 below, and all payment obligations under this Lease are unconditional subject to the terms of the Primary Agreement.** You understand that we own the Equipment. PBI owns any Meter as USPS regulations require. Except as stated in Section 3, you don’t have the right to become the owner of the Equipment at the end of the Lease Term.

2. Payment Terms

We will invoice you quarterly in arrears for all payments on the Order, unless the Order says otherwise (each such payment is a “**Periodic Payment**”). You will make each Periodic Payment by the due date shown on our invoice, subject to Section 3.3.8(a) of the Primary Agreement. Your Periodic Payment may include a one-time origination fee, amounts carried over from a previous lease, software license and maintenance fees and other charges. Any Meter Services fees, SLA 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.

3. 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. City’s failure to do one of the things listed in clause (i), (ii) or (iii) above will be deemed as confirmation of City’s acceptance of a renewal period of one successive month, unless prohibited by law, except that City’s acceptance of a renewal period of one successive month at a time shall not exceed three months, at which time City must return the equipment, enter into a new lease or rental agreement, or be deemed in breach of this Agreement.

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

5. Equipment Obligations

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

6. Risk of Loss

(a) You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of shipment by us until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted (“**Loss**”). 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 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**”).

7. Other Lease Terms

- (a) If more than one lessee is named in this Lease, liability is joint and several.
- (b) You may not assign or sublet the Equipment, the Meter or this Agreement without our prior written consent. Any assignment without our consent is void. We may sell or assign all or part of this Lease or the Equipment, but it will not affect your rights or obligations.
- (c) All applicable taxes required to be collected by us will be shown on the invoice.

8. NON-APPROPRIATION

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

9. EARLY TERMINATION

You further warrant that you intend to enter into this Lease for the entire Lease Term and you acknowledge that we have relied upon such representation when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Lease Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supersede Section 12(a)(ii) of these Terms.

GENERAL TERMS

10. 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.

- (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 SLA set out in Sections 20 through 25 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, your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control, servicing 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 **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.. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.

11. **Intentionally Omitted. .**

12. **Default and Remedies**

- (a) If you don’t make any payment within three days after the due date shown on our invoice, you breach any other obligation under this Agreement or under any other agreement with Pitney Bowes and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you will be in default and we may:
 - (i) cancel this Agreement and any other agreements Pitney Bowes has with you;
 - (ii) require you to pay to us immediately all amounts payable under the Lease or other agreements, whether then due or payable in the future;
 - (iii) disable the Meter;
 - (iv) require you to return the Equipment 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, as allowed by law, 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) Intentionally Omitted. .
- (c) We may suspend any services during any period that your account is more than thirty days past due.

13. Taxes

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

14. 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, decompile, 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.

15. Internet Access Point

The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and

the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.

16. Security Interest

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

17. Analog Connectivity IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU ACKNOWLEDGE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIERS PROVIDE ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER PROVIDES ANALOG CONNECTION CAPABILITY, WE WON'T BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER AND YOU WILL HAVE TO USE A DIGITAL CONNECTION.

18. Intentionally Omitted.

19. Miscellaneous

- (a) We will use your information in accordance with our [Privacy Statement and](#) the Agreement. A copy of our Privacy Statement as of the Effective Date of this Agreement is attached hereto as Appendix E. We reserve the right to change our Privacy Statement. To the extent such changes are material, the Agreement will be modified in accordance with Section 11.5 of the Primary Agreement to incorporate those changes. Material changes include those changes that impact either parties' rights or obligations under this Agreement.
- (b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- (c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.
- (d) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void.
- (e) Intentionally Omitted. .
- (f) Intentionally Omitted.

- (g) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to offer to obtain equipment or services but none of its provisions will modify or supersede these provisions unless we expressly agree in writing. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.
- (h) Our respective rights and obligations under Sections 11 (Limitation of Liability), 12 (Default and Remedies) and 13 (Taxes) will survive termination of this Agreement.
- (i) We may deliver any notice and other communication to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email. We may call you at any number you give to us.
- (j) Intentionally Omitted.
- (k) Intentionally Omitted. .
- (l) You agree to comply with all applicable laws and regulations, including export control laws and regulations.

SERVICE LEVEL AGREEMENT

20. 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**”).

21. Service Level Options

- (a) (i) If you sign up for **Standard SLA** on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 22) (the “**Service Term**”). You are also entitled to: (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. 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.**

22. SLA Service Term

PBI will provide you with Service for twelve months, or if you have a Lease, 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) THE LEASE EXPIRES OR IS TERMINATED, OR C) 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 2225 American Drive, Neenah, WI 54956 or you may notify us by creating a case at pitneybowes.com/us/contact-us.html (follow the instructions under “how to create a case”). Your Termination Notice must include your customer account number and agreement number (if applicable). PBI reserves the right not to renew your SLA for any reason.

23. 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.

24. SLA Service Changes

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

25. Additional SLA 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

26. Equipment Rental and Meter Services

(a) If your order includes a Meter, we will invoice you the Meter Services fees listed on the Order. After the period listed on the Order (the “**Initial Term**”), we may increase the Meter Services fees upon at least 30 days’ prior written notice. When you receive notice of an increase, you may terminate your Meter Services only as of the date the increase becomes effective.

(b) At the end of the Initial Term, **unless prohibited by law**, 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’ prior written notice, to the address in Section 22 or create a case at pitneybowes.com/us/contact-us.html (follow the instructions under “how to create a case”). Upon expiration of the term of the Meter Services, you agree to return the Meters covered by the Meter Services agreement in their original condition, reasonable wear and tear excepted. We reserve the right to recover or disable the Meter and terminate your use at any time if you are in violation of USPS regulations.

27. 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. Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees.

28. 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.

29. 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 civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes. You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft. You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

- (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.

30. 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 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.

31. 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.

32. 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

33. 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 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 Postage Evidencing System, you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage (a "**Deposit**"), or you may transfer funds to the Bank for deposit into your Reserve Account.
- (b) To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through

electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.

- (c) Any deposit made by you in your Reserve Account is subject to the Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.
- (d) Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.
- (e) The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.
- (f) The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.
- (g) PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.
- (h) You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
- (i) Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

PURCHASE POWER TERMS 34. Purchase Power Program

- (a) The Purchase Power credit line is a product of the Bank and is not available to individuals for personal, family, or household purposes. In order to participate in the Purchase Power program (the “**Program**”), you must provide the information described in paragraph (h) below. You will receive a set of more specific provisions for the Program within thirty days of the date of this Agreement.
- (b) Your Purchase Power account (the “**Account**”) will be charged for the amount of postage, products, and services requested and the related fees, if applicable. Unless prohibited by law, you agree to pay the fees and charges of which the Bank has given you notice, including those relating to: (i) applicable transaction or overage fees; (ii) your failure to pay in a timely

manner; (iii) your exceeding your credit line; and (iv) fees attributable to the return of any checks.

(c) You will receive a billing statement for each billing cycle in which you have activity in the Account. The Bank may deliver any statement electronically to the email address that is on file for you. Payments are due by the due date shown on your billing statement. You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance.

(d) (i) By using the Program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. (ii) The Annual Percentage Rate applicable to the Account will be: the greater of (x) 22% and (y) the sum of the highest "Prime Rate" published in the "Money Rates" section of *The Wall Street Journal* on the last business day of the month and the margin set forth below (the sum of the margin and the Prime Rate is herein called the "Floating Rate"). The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate, if applicable. Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. (iii) The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of December 31, 2019, the daily periodic rate would be .05342% and the corresponding annual percentage rate would be 19.50%). (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

35. Software

If you are acquiring an on-premise software license or on-demand subscription services, additional terms apply which are available by clicking on the hyperlink for that software or subscription service located at pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. For your convenience, a copy of the On-Premise Software License Agreement and the On-Demand Subscription Services Agreement, which are current as of the Effective Date and which we reserve the right to change, are attached hereto as Appendix F. Those additional terms are incorporated by reference. We reserve the right to change our terms in Appendix F. To the extent such changes are material, the Agreement will be modified in accordance with Section 11.5 of the Primary Agreement to incorporate those changes. Material changes include those changes that impact either parties' rights or obligations under this Agreement.

36. 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. For your convenience, a copy of the DI2000 Terms and Conditions, which are current as of the Effective Date and which we reserve the right to change, are attached hereto as Appendix G. and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement. We reserve the right to change our terms in Appendix G. To the extent such changes are material, the Agreement will be modified in accordance with Section 11.5 of the Primary Agreement to incorporate those changes. Material changes include those changes that impact either parties' rights or obligations under this Agreement.

37. 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. For your convenience, a copy of the PBBackup and PC-Backup Service Terms and Conditions, which

are current as of the Effective Date and which we reserve the right to change, are attached hereto as Appendix H and are incorporated by reference. We reserve the right to change our terms in Appendix H. To the extent such changes are material, the Agreement will be modified in accordance with Section 11.5 of the Primary Agreement to incorporate those changes. Material changes include those changes that impact either parties' rights or obligations under this Agreement.

38. Lockers

If you are acquiring lockers, your Order may include on-demand subscription services and a statement of work. We are not responsible for the contents of the lockers. 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 lockers, and for the safety and security of the individuals using the lockers. You must keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of Insurance.

39. 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. For your convenience, a copy of the Additional Terms and Conditions for AddressRight Printer, which are current as of the Effective Date and which we reserve the right to change, are attached hereto as Appendix I and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement. We reserve the right to change our terms in Appendix I. To the extent such changes are material, the Agreement will be modified in accordance with Section 11.5 of the Primary Agreement to incorporate those changes. Material changes include those changes that impact either parties' rights or obligations under this Agreement.

40. DM Infinity

In no event shall the term for a DM Infinity meter agreement go beyond June 30, 2026. In addition, in no event shall a new DM Infinity meter be placed (installed) after June 30, 2024. By entering into this agreement you acknowledge the metering function as well as support for the DM Infinity meter under this agreement will end on June 30, 2026 due to USPS regulations. This means that the metering device will stop functioning on June 30, 2026 and you will not be able to meter your mail. Mail processed on a DM Infinity meter after June 30, 2026 will not be accepted by the USPS.

41. 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. For your convenience, a copy of the Cube Coverage Terms for PitneyShip Cube and Pitney Ship Cube Pro, which are current as of the Effective Date and which we reserve the right to change, are attached hereto as Appendix J and are incorporated by reference. We reserve the right to change our terms in Appendix J. To the extent such changes are material, the Agreement will be modified in accordance with Section

11.5 of the Primary Agreement to incorporate those changes. Material changes include those changes that impact either parties' rights or obligations under this Agreement.

Appendix E Business Privacy Statement

This Privacy Statement was last updated on May 17, 2024.

Pitney Bowes is committed to respecting the privacy of our clients and users. This Privacy Statement describes how our websites, services, and products operate, and how we collect, use, and share information.

This Privacy Statement applies to pitneybowes.com and Pitney Bowes websites, services, and products that collect data and display these terms, and that are owned and operated by Pitney Bowes and Pitney Bowes subsidiaries, collectively, "Pitney Bowes". Pitney Bowes websites, services and products are referred to in this statement as "Sites". These terms do not apply to Pitney Bowes sites that do not display or link to this statement or that have their own privacy statements. For example, the terms of this statement apply to Sites where we provide products, services, or applications as a business-to-business provider to a client for that client's business or commercial use. In contrast, where we provide products, services, or applications direct to individual consumers for personal or household use, the data collection and processing is governed by a different privacy statement (which you can review by clicking [here](#)) and not this Privacy Statement.

The following topics are presented in this Privacy Statement:

1. [Personal Information Users Actively Provide to Us](#)
2. [Personal Information that We Collect Passively from Use of the Site](#)
3. [Using and Retaining Personal Information](#)
4. [Sharing Personal Information](#)
5. [Protecting Personal Information](#)
6. [Visiting Nonaffiliated Pitney Bowes Websites](#)
7. [Cross Border Data Transfer](#)
8. [Data Privacy Framework \(DPF\) Notice](#)
9. [Your Choices](#)
10. [Your Rights](#)
11. [Country/Region-Specific Notices](#)
12. [State-Specific Notices \(U.S.A.\)](#)
13. [Product-Specific Statements](#)
14. [Use of Sites by Minors](#)
15. [Changes to this Privacy Statement](#)
16. [Contact Us About this Privacy Statement](#)

1. Personal Information Users Actively Provide to Us

This section describes the various types of information that we may collect. In order to provide you with access to certain services or data within our Sites, we may require that you provide certain personal information, which may include, but is not limited to the examples listed below, "Personal Information". Pitney Bowes also collects non-personal information that does not, on

its own, identify an individual person. When non-personal information is combined with other information so that it does identify an individual person, we treat that combination as Personal Information.

The following are examples of the types of information that is considered Personal Information and that may be collected directly from you (or someone acting on your behalf):

- Business Contact information (including Name, Street Address, Email Address, Telephone Number)
- Government issued IDs (such as tax identification number) provided by you for business purposes
- Pitney Bowes business user account username, password, and other information used in combination to verify identity
- Corporate financial information (including credit/debit card and bank account information, credit and repayment history, and payment default information)
- Geolocation, demographic, shipping/receiving, billing, and other information related to the purchase or delivery of Pitney Bowes products and services or services you access through the Sites
- Any other personal information or characteristics about an individual that identifies such individual alone or that, if used in combination with one of the above or with other nonpersonally identifiable information, allows someone to identify such individual, such as date or place of birth, geographic data, or photographic images

By accessing and utilizing our Sites, including any interactive or automated chat or customer support features that may be made available on our Sites, or providing feedback to us or in connection with any optional surveys, you consent to the collection, use, disclosure, storage, and processing of Personal Information in accordance with this Privacy Statement. Please note, by law you are not required to provide us with your Personal Information. By electing to not share your Personal Information with us, you may be unable to take advantage of our Sites and we may be unable to provide you with all of the functionality we offer through our Sites or to fulfill your request.

2. Personal Information that We Collect Passively from Use of the Site

Pitney Bowes Sites may use several automated data collection tools and techniques including cookies, clickstream, and web beacons.

Cookies

Clickstream Web Beacon IP Address Do Not Track Requests

3. Using and Retaining Personal Information

Personal information we collect through our Sites may be used to provide Pitney Bowes products and services pursuant to the terms and conditions of contracts with our business clients. The legal basis for our use of your Personal Information in that context is to service the business client's contract and to carry out our legitimate business interests. We may also use your Personal Information to provide you as a client business representative with information regarding our products and services, or for marketing and promotions we believe you or your employer may find of interest. When we use your Personal Information in that context, the legal basis we use is legitimate business interest and, where required, your consent. We also may use the Personal Information you provide for our internal purposes, such as Site customization, enhancement or development, administration and operation of our Sites, data analytics, to help build, train, and improve the accuracy of our automated methods of processing, to communicate with you about your account, to fulfill any other purpose for which you provide it, and compliance with our legal obligations, policies and procedures, including performance of Pitney Bowes obligations under sales contracts, leases or licenses between you and Pitney Bowes. In such instances, the legal basis for processing your Personal Information is to perform under our business client contracts and to exercise our legitimate business interests. Unless a longer retention period is required or allowed by law, we retain your Personal Information for the period disclosed to you at the time of collection, if any, or for the period necessary to fulfill any of the relevant purposes disclosed in this Privacy Statement.

4. Sharing Personal Information

Pitney Bowes does not sell Personal Information to third parties. However, there are certain situations where we may share your Personal Information where permitted or required by law, for example:

1. Within the Pitney Bowes family of businesses, among personnel whose job duties require access to your Personal Information. Our legal basis for sharing your Personal Information in this instance is our contract with our business client and our legitimate business interests;
2. With third parties that perform services for us or on our behalf (such as credit card companies, credit and/or investigative reporting agencies, finance companies, transport companies, consultants, advisors and market research firms). Our legal basis for sharing your Personal Information in this instance is our contract with our business client and our legitimate business interests; or
3. For marketing campaigns conducted by us or other companies or organizations that offer related products or services we believe may be of interest to our clients, subject to your rights and choices as described in this Privacy Statement. Our legal basis for sharing your Personal Information in this instance is your consent when required, and our legitimate business interests.

Our service providers are required to keep the Personal Information received from us confidential and secure in accordance with this Privacy Statement and they may not use it for any purpose other than the purpose for which Pitney Bowes provided it.

We may also make information available to third parties in the following circumstances:

1. When we have a good faith belief it is required by law or to otherwise cooperate with law enforcement activity;
2. When we have a good faith belief it is necessary to protect our rights or property from fraudulent, abusive, or unlawful activity; or
3. In the event of a proposed or actual merger, acquisition, liquidation, dissolution, or sale of assets.

In these circumstances, the legal basis for sharing your Personal Information is our legitimate business interests. Although your consent will not be required in these instances, we will attempt to notify you, to the extent the law requires.

Depending upon local law, you may either opt-in or opt-out of having your Personal Information shared for marketing or other purposes. In the event you opt-in, we will use and share your Personal Information as described in this Privacy Statement. In the event you opt-out, we will share your preference with the applicable third parties as appropriate. For information on how to do this, see the Your Choices section of this Privacy Statement below.

5. Protecting Personal Information

We maintain reasonable administrative, technical, and physical safeguards to protect the Personal Information we collect and process. No data transmission over the internet or data storage system can be guaranteed to be 100% secure. If you feel that the security of any data that we hold about you has been compromised, please immediately notify us of the problem by contacting us in accordance with the Contact Us section below.

The safety and security of your information also depend on you. Where we have given you (or where you have chosen) a password for access to certain parts of the Sites, you are responsible for securing and managing your login credentials.

6. Visiting Nonaffiliated Pitney Bowes Websites

Our Sites may include links to third-party websites that operate independently from Pitney Bowes. Linked websites may have their own privacy statements or notices. Clicking on those links may allow those website owners to collect or share data about you. We are not responsible for: the content of any websites that are not affiliated with or owned by Pitney Bowes, any use of those websites, or the privacy practices of those websites; and we strongly suggest you review their privacy statement for more information. Any information you provide when you visit a nonaffiliated Pitney Bowes website is subject to the privacy statement and terms of use posted on that website.

7. Cross Border Data Transfer

The international footprint of Pitney Bowes involves transfers of Personal Information between different subsidiaries, as well as to third parties located in the countries where we or our service providers operate. We may process, store, and transfer the Personal Information we collect, in and to a country outside your own, including outside the United States. Those countries may not have the same data protection laws as the country in which you initially provided the information. By providing Personal Information or engaging with our Sites, you consent to this transfer, storing, or processing.

Some countries restrict certain transfers of Personal Information. Pitney Bowes complies with those restrictions by taking at least one or more of the following actions, including:

- Pitney Bowes Inc. and its wholly-owned U.S. subsidiaries that receive Personal Information from countries outside of the United States adhere to applicable law and regulations regarding client, partner and employee Personal Information moving across geographical and jurisdictional borders.
- Where required or permitted, Pitney Bowes implements Standard Contractual Clauses approved by the EU Commission, or similar clauses in other jurisdictions, where available, between our corporate entities, our partners, and our clients.
- Where applicable, Pitney Bowes relies on adequacy decisions, as adopted by the applicable authority or regulatory body. In particular, information about the Data Privacy Framework (DPF) and Pitney Bowes commitment to comply with the EU-US DPF, the UK Extension to the EU-US DPF, and the Swiss-US DPF may be found in the Data Privacy Framework (DPF) Notice section below.

Additional information may be found under the sections below concerning Country-Specific and State-Specific Notices for the geographies in which you are located.

8. Data Privacy Framework (DPF) Notice

Pitney Bowes has self-certified its commitment to comply with the EU-US Data Privacy Framework, the UK Extension to the EU-US DPF (the UK Data Bridge), and the Swiss-U.S. DPF as set forth by the United States Department of Commerce regarding the collection, use, processing, and retention of Personal Information transferred from the European Union, Switzerland, and the United Kingdom (and Gibraltar) to the United States.

Pitney Bowes has self-certified its commitment to comply with the EU-U.S. DPF Principles and relies on the European Commission's adequacy decision for the EU-U.S. DPF for such transfers. Pitney Bowes has self-certified its commitment to comply with the UK Data Bridge and the Swiss U.S. DPF and relies on the UK Data Bridge or the Swiss-U.S. DPF to receive Personal Information from the United Kingdom (and Gibraltar) or Switzerland, respectively, as applicable.

We have certified to the United States Department of Commerce that we adhere to the DPF Principles with respect to Personal Information. If there is any conflict between the terms in this Privacy Statement and the DPF Principles, the DPF Principles shall govern. To learn more about the DPF program, and to view our certification page, please visit <https://www.dataprivacyframework.gov> and search for “Pitney Bowes”.

Pitney Bowes is responsible for the processing of Personal Information it receives, under the DPF, and subsequently transfers to a third party acting as an agent on its behalf. Pitney Bowes complies with the DPF Principles for all onward transfers of Personal Information, including the onward transfer liability provisions.

With respect to Personal Information received or transferred pursuant to the DPF, Pitney Bowes is subject to the regulatory enforcement powers of the United States Federal Trade Commission. In certain situations, we may be required to disclose Personal Information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

Complaints and Free Dispute Resolution Procedure

In compliance with the EU-U.S. DPF, the UK Data Bridge, and the Swiss-U.S. DPF, Pitney Bowes commits to resolve complaints about your privacy and our collection or use of your Personal Information. As described more fully below, in the first instance, we try to work with you directly to resolve your complaint. If that process fails, we pay for an alternative dispute resolution process, giving you an independent recourse mechanism for resolving the complaint. Accordingly, if you believe Pitney Bowes processes your Personal Information beyond the scope of our DPF certification, you may direct any inquiries or complaints concerning our compliance to us at the information in the Contact Us section below. Pitney Bowes will respond in a manner consistent with the DPF or applicable law.

If you do not receive timely acknowledgment of your DPF Principles-related complaint from us, or if we have not addressed your DPF-Principles complaint to your satisfaction, you may file a complaint with our U.S.-based alternative dispute resolution provider, or under certain conditions, more fully described on the Data Privacy Framework website and in Annex I of the DPF, you may be able to invoke binding arbitration when other dispute resolution procedures have been exhausted. Please contact or visit the DPF Program website at <https://www.dataprivacyframework.gov/s/article/Howto-Submit-a-Complaint-Relating-to-a-Participating-Organization-s-Compliance-with-the-DPFPrinciples-dpf> for more information or to file a complaint. For more information or to file a complaint with our U.S.-based alternative dispute resolution provider, please visit <https://www.jamsadr.com/DPF-Dispute-Resolution>. The services of the alternative dispute resolution provider are provided at no cost to you.

9. Your Choices

If you are a Pitney Bowes customer, you may receive transactional communications about your account and the Pitney Bowes products and services, which you own, lease, rent, license or to which you subscribe.

In some jurisdictions, you may have to opt-in to receive marketing communications. In the event you opt-in, we will use and share your Personal Information as described in this Privacy Statement. If you wish to opt-out of receiving marketing communications from Pitney Bowes, you may do so by (i) following the instructions provided in our marketing communications, or (ii) indicating your preferences on the relevant account profile/preferences section (such as Your Account), or (iii) clicking [opt-out](#) to be removed from marketing communications. In the event you opt-out, we will share your preference with applicable third parties as appropriate. You will continue to receive transactional communications about your account, any events that you have registered to attend, and the Pitney Bowes products and services which you own, lease, rent, and license or to which you subscribe.

Some of our products and services contain settings that allow users or administrators to control how the products collect information. If you wish to request changes to your Personal Information, you may do so by (i) indicating your preferences on the relevant account profile/preferences section (such as Your Account), or (ii) [clicking here](#) to update the physical location of a product or billing address. Please note, by electing to not share certain Personal Information with us, we may be unable to provide you with all of the functionality we offer through our Sites.

10. Your Rights

Subject to applicable exceptions, you may have the right under applicable privacy and data protection laws to request, as it relates to your Personal Information:

- (i) access,
- (ii) correction,
- (iii) deletion,
- (iv) restriction of our processing, (v) objection to our processing, or (vi) a copy for data portability.

If you would like to make a request, please use the contact information listed below in the Contact Us section of this Privacy Statement. We will respond to your request in a timing and manner consistent with applicable law. We may need to verify your identity before we can act on your request. In some jurisdictions, you can designate an authorized agent to make a request on your behalf. Please provide the agent with written permission, signed by you, for the agent to submit with the request. We may contact you to verify your identity and the authorized agent's permission before we can act on your request.

Please note that we may reject or decline requests, or limit the information we provide access to, if we determine it could risk the privacy of others, or if unreasonable or repetitive, or if it would require disproportionate effort, or for which a response is not otherwise required by local law.

As permitted by law, we may charge a reasonable fee in connection with responding in certain circumstances (such as if your request is frivolous/vexatious, repetitive, or excessive), but we do not charge for lodging a request.

Please understand that we cannot delete Personal Information in certain circumstances, such as where retention is required for our legitimate business or recordkeeping purposes, to fulfill a transaction you initiated prior to your request, or otherwise required by law (such as for fraud prevention or legal compliance). Please note that we will not unlawfully discriminate against you for exercising your privacy rights.

11. Country/Region-Specific Notices

Pitney Bowes Inc. is a global corporation with subsidiary companies located around the world. This Privacy Statement establishes our global principles (to the extent the law permits and/or requires) for the collection, use and disclosure of information gathered through our Sites. The country in which you are doing business with us or where the Site you are visiting is located or hosted may have specific requirements concerning Personal Information, which you may find below. If you believe that there are disclosures required by a law that is applicable to you, which you do not see in this Privacy Statement, please contact us as provided in this Privacy Statement.

Appendix F
On-Premise Software License Agreement
And On-Demand Subscription Services Agreement (Last modified April 9, 2024)

Thank you for choosing our on-premise software product(s) (the “Licensed Products”) listed in your order form (“Order”).

We’ll start with the basics, including a few definitions that should help you understand this agreement. This is an agreement between the entity identified on the Order (“you” or “your”) and Pitney Bowes Inc. (“we”, “us” or “our”). During the Term (defined in Section 1(a)), we will provide the Licensed Products listed in the Order, and which may be further defined in a Statement of Work referencing these terms (“SOW”). The Order, these terms and the SOW(s) are referred to collectively as this “Agreement”. In the event of a conflict between the Order, these terms and the SOW(s), these terms will control, followed by the Order then the SOW. This Agreement affects your rights and contains warranty disclaimer and binding arbitration provisions.

1. License

a) The Licensed Products and all related materials are proprietary to us and our licensors and suppliers. As long as you comply with the terms of this Agreement, we will grant a limited, non-exclusive, non-transferable, license to access and use the Licensed Products during the Term. The "Term" is: (i) perpetual in the case of a Purchase Agreement Order; or (ii) the term of the lease subject to a Lease Agreement Order. We are not selling the Licensed Products to you and, other than the license we are granting, we reserve all rights to the Licensed Products not expressly granted in this Agreement.

b) You are authorized to install and use the Licensed Products on a Computer, or hardware provided by us, in each case with User access as defined in the Documentation (defined in Section 2(c)) or applicable SOW. “Computer” means the server or server configuration or load balanced application servers, terminal or computer identified in an Order or SOW on which the Licensed Products are authorized to be installed and used. “User” means an individual authorized by you to use the Licensed Products under an Order or SOW regardless of whether the individual is actively using the Licensed Products at any given time.

2. Use of Licensed Products

a) You agree that you will use the Licensed Products and any data generated from the Licensed Products only for business purposes and not for personal, family or household purposes. The Licensed Products include any enhancements, updates, upgrades, modifications, new releases and corrective programming to the Licensed Products or Documentation that are provided as part of software maintenance (“Enhancements”). The Licensed Products will be

installed and used only at the location described in an Order or any other location as to which we have consented to the transfer of the Licensed Products in accordance with Section 2(b) (“Installation Site”) and only on the hardware provided by us or the Computer described in an Order or SOW. Remote access to the Licensed Products directly or indirectly through a server, the Internet, independent software application or otherwise to your computer from locations other than your Installation Site, and use of the Licensed Products to perform services for any third parties, including your affiliates, are prohibited. Additional terms of authorized use will be described in your Order or SOW and may include, among other things, limitations on: (i) the number of Users; and (ii) the number of transactions processed or individual data records accessed using the Licensed Products. Licensed Products licensed for desktop use by a specific number of Users may be installed on the number of devices equal to the number of licenses purchased, or may be installed on multiple devices so long as the number of Users do not exceed the number of User licenses purchased.

b) If the Licensed Product is for a designated Computer, you do not need our consent to transfer the Licensed Product from one computer system to another at the Installation Site. However, you need our consent if you wish to transfer the Licensed Product to another location. After obtaining our consent to a transfer to another location, you will certify to us in writing that all copies of the Licensed Product at the prior location were either transferred to the new location or destroyed.

c) You may make a reasonable number of copies of the Licensed Products and Documentation solely for back-up or disaster recovery purposes. “Documentation” means the current technical and user documentation for the Licensed Products. The Documentation may be modified from time-to-time to incorporate Enhancements. You must reproduce all copyright, trademark, trade secret and other proprietary notices in your copies. The back-up or disaster recovery copies can only be used to perform disaster recovery testing or if the Computer where the Licensed Products are installed becomes inoperative, those copies cannot be used for recovery production or testing concurrently with the production or testing copies of the Licensed Products. If the Computer becomes inoperative, the Licensed Products can only be used on a back-up computer utilizing the same operating system.

d) Upon prior written notice to us, you may permit a third party contractor to access and use the Licensed Products solely for your benefit, so long as: (i) the contractor agrees to comply fully with all terms and conditions of this Agreement; (ii) you remain responsible for the contractor's compliance with this Agreement and any breach; (iii) any User limitation includes User licenses allocated to contractors; and (iv) the contractor is not a competitor of ours. All rights granted to any contractor under this Agreement terminate immediately upon termination or expiry of this Agreement. Upon termination of such rights, the contractor must immediately

cease all use, un-install and destroy all copies of the Licensed Products and Documentation, and must certify in writing its compliance with this Section upon our request.

3. General Use Restrictions

a) For the Licensed Products, you will not: (i) make derivative works; (ii) sublicense, sell, rent, lease, lend, time-share, disclose, transfer or host the Licensed Products, Documentation or confidential or proprietary information to or for any other parties; (iii) use the Licensed Products to modify or reproduce third party material unless you have the legal right to do so; (iv) attempt to unlock or bypass any initialization system, encryption methods or copy protection device in the Licensed Products; (v) alter, remove or obscure any patent, copyright or trademark notice in the Licensed Products or Documentation; (vi) reverse engineer, decompile or disassemble or remove functions of the Licensed Products or any portion of them; (vii) make copies of the Licensed Products or Documentation, except as authorized in Section 2(c); (viii) modify, alter or change the Licensed Products; (ix) use components of a Licensed Product independent of the Licensed Products they comprise; or (x) extract any data from the Licensed Product and use such data for any purpose other than for your use of the Licensed Product.

b) You will not use the Licensed Products in the operation of a time-sharing or service bureau arrangement or as an application service provider. You will not allow access to the Licensed Products through any other means than those indicated in the Order or in any SOW.

4. Fees; Payment Terms

a) You will pay the fees for the Licensed Products, maintenance, training and any other fees described in an Order (which may include financing provisions). All fees and any applicable taxes are due and payable within 30 days from the date of our invoice. You will pay a late charge of 1.5% per month or the highest amount permitted by law, whichever is less, on any fees not paid by the due date. Unless otherwise identified in an Order, all fees are stated in and will be paid in United States currency.

b) The fees do not include any amount for taxes. You will pay all sales, use, property, excise and other taxes imposed with respect to the products and/or services. If any sales, use, excise or other taxes (except for taxes based on our net income) are required to be collected, we will itemize them on invoices issued in connection with an Order.

c) If the number of locations or the number of Users or Computer systems exceeds what is permitted by and/or paid for under an Order, we may charge you for the appropriate license and software maintenance fees based on the excess and at the applicable rates then in effect.

5. Indemnity and Procedures

a) Subject to Section 5(c), we will indemnify and hold you harmless from all losses, damages, and reasonable costs and expenses arising out of a claim by a third party that the Licensed Products infringe or misappropriate any copyright, trade secret, trademark or patent. We will have no obligation to indemnify, defend and hold you harmless for any claim or suit that is based on Third Party Content (defined in Section 10) except to the extent that our licensor's or suppliers of such Third Party Content have indemnified us.

b) If the Licensed Products are subject to a claim of infringement or misappropriation, or if we reasonably believe that the Licensed Products may be subject to a claim, we will at our option either: (i) replace the Licensed Products with functionally equivalent software; (ii) modify the Licensed Products while retaining substantively equivalent functionality; (iii) procure at no cost to you the right to continue to use the Licensed Products; or (iv) if (i), (ii) or (iii) are not commercially reasonable, we will notify you to terminate use of the Licensed Products. If we direct you to terminate use (or a permanent injunction is issued against such use), you will immediately do so and your remedies, in addition to this indemnity, will be limited to a pro rata refund of the current maintenance fees unused at the time of termination plus license fees previously paid for the Licensed Products that are subject to the infringement or misappropriation claim based on: (1) a term of 60 months following execution of the applicable Order for a perpetual license; or (2) any pre-paid but unused fees for the balance of a term license. If your Order is a lease and we direct you to terminate use of the Licensed Products, after the effective date of termination we will release you from your payment obligations with respect to the license and software maintenance fees for the Licensed Products included in your payments under the lease due after the effective date of termination.

c) We will have no obligation to indemnify you if the infringement or misappropriation results from your: (i) modification of the Licensed Products; (ii) combination, operation or use of the Licensed Products with software products which are not ours; (iii) use of the Licensed Products in breach of this Agreement; or (iv) use of other than the most current release of the Licensed Products if a claim of infringement or misappropriation could have been avoided by your use of the current release of the Licensed Products, provided we delivered the superseding version to you and notified you of the need to use it.

d) You will indemnify, defend and hold us harmless from all claims and suits (including reasonable attorneys fees) against us by a third party based on: (i) any event described in Section 7(c) Warranty/Disclaimers that would cause the warranty in this Agreement to be inapplicable; or (ii) use of a release of the Licensed Products that is not the most current release made available to you to the extent that a claim or suit could have been avoided or mitigated by your use of the most current release.

e) You or we (the "Indemnified Party") will give the other (the "Indemnifying Party") prompt written notice of any matter with respect to which the Indemnified Party intends to seek indemnification under this Agreement (a "Claim"), provided, that the failure or delay in providing notice will not relieve the Indemnifying Party from any obligation to indemnify the Indemnified Party except to the extent that the failure or delay prejudices the defense of any Claim. The Indemnifying Party may, at its election, conduct and control the defense of the Claim with counsel selected by it, subject to the Indemnified Party's consent, not to be unreasonably withheld or delayed. The Indemnified Party agrees to cooperate with the Indemnifying Party and its counsel in investigating and/or contesting any Claim. No compromise or settlement of the Claim may be effected by the Indemnifying Party without the Indemnified Party's prior written consent, which will not be unreasonably withheld or delayed.

6. Software Maintenance; Training

- a) We will provide software maintenance in accordance with the terms you will find at .
- b) We will provide product training as specified in an Order or SOW.

7. Warranty; Disclaimers

a) We represent and warrant that during the Warranty Period the Licensed Products will conform to all substantial operational functions of the Licensed Products described in the Documentation or in the applicable SOW. Except as set out in any Product Terms, the "Warranty Period" is 90 days from the date the Licensed Product is delivered to you. If the Licensed Products do not conform during the Warranty Period, we will, at our option: (i) repair or replace the Licensed Product; or (ii) refund the license and software maintenance fee for the non-conforming Licensed Product. If the Licensed Product is subject to a lease, we will refund payments made for the license and software maintenance fee and secure a release from future payments of the license and software maintenance fee under the lease. In the case of clause (ii), this Agreement will be terminated as it applies to the relevant Licensed Product.

b) If we supply carrier rate information ("Rate Information") to you in connection with this Agreement, the media upon which the Rate Information is supplied are warranted to be free from defects for a period of 90 days after installation. Your sole remedy for breach of this warranty will be replacement of the Rate Information media. We do not warrant that the Rate Information itself is accurate. We will have no liability for any damages you may incur as a result of your use of the Rate Information.

(c) There is no warranty if the Licensed Products failed to perform because of your use of the Licensed Products in a manner not authorized by this Agreement or for a purpose other than

the ordinary purpose for which it is designed. The warranty does not apply if the Licensed Products have been altered, modified, converted or repaired by anyone other than us.

(d) **EXCEPT AS EXPRESSED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LICENSED PRODUCTS, DOCUMENTATION, SOFTWARE MAINTENANCE AND OTHER SERVICES ARE PROVIDED BY US "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULTS, RELIABILITY, PERFORMANCE AND NON-INFRINGEMENT OR ANY INFORMATION GENERATED BY YOUR USE OF THE LICENSED PRODUCTS OR DOCUMENTATION. WE MAKE NO WARRANTY THAT THE LICENSED PRODUCTS WILL MEET YOUR OR ANY THIRD PARTY'S REQUIREMENTS, WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR FREE FROM OTHER DEFECT OR FAILURE, OR WILL BE COMPATIBLE WITH OR OPERATE IN COMBINATION WITH ANY OTHER SOFTWARE OR HARDWARE SELECTED OR USED BY YOU OR ANY THIRD PARTY, OR THAT ANY DEFECT IS CORRECTABLE.**

8. Limitation of Liability

A) **TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE LICENSED PRODUCTS 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 LICENSED PRODUCTS IN ANY BILLING PERIOD WILL BE NO MORE THAN WHAT YOU PAID US FOR THE LICENSED PRODUCTS FOR THE PREVIOUS BILLING PERIOD.**

B) **WE WILL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST POSTAGE, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION OR LOST DATA YOU MAY SUFFER UNDER ANY CIRCUMSTANCES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.**

9. Term; Termination

- a) The Term of this Agreement begins on the date you sign an Order and will remain in effect for the Term of the Licensed Products.
- b) A party may terminate this Agreement if the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after receipt of written notice of the breach, or if either party becomes insolvent or files for bankruptcy.
- c) We may terminate this Agreement under Section 5(b).
- d) We can terminate immediately by giving notice to you, without opportunity to cure, if you breach Sections 3 General Use Restrictions, 14(e) export terms, or the Carrier Agreements.
- e) Upon termination or expiry of this Agreement, you will stop using the Licensed Products and you will irretrievably delete and/or remove them from your Computer systems and, if not deleted and/or removed, return the Licensed Products and Documentation together with all copies to us; and you will certify compliance with this Section in writing.
- f) You acknowledge that any breach of your obligations under this Agreement with respect to our or a third party's proprietary rights or confidential information will cause us and/or the third party irreparable injury for which there exists no adequate remedies at law, and therefore we will be entitled to injunctive relief, without posting any bond, in addition to all other remedies provided in this Agreement or available at law.
- g) Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, including Sections 1(a) proprietary rights, 3, 5, 7, 8, 9(f) and (g), and 14, shall remain in full force and effect.

10. Third Party Content; Regulated Functionality

a) Various third party software and other documentation ("Third Party Content") may have been incorporated into the Licensed Products by us under permission from our licensors and suppliers. The United States Postal Service ("USPS") or other governmental bodies may regulate certain functionality of the Licensed Products. Special terms and conditions applicable to the Third Party Content are included in separate carrier agreements available to you as click through agreements ("Carrier Agreements"), and you agree to comply with such terms and conditions. Any terms and conditions in the Carrier Agreements that are inconsistent with, or in addition to this Agreement will control with respect to the Third Party Content or its functionality. If, from time to time, the Carrier Agreements are amended, we will provide you the revised portions to reflect, (a) changes in our arrangements with our licensors or suppliers for Third-Party Content, or (b) regulatory requirements. If the Licensed Products perform an address validation function, license terms applicable to use of the USPS data related to such function are found

at <http://www.pb.com/license-terms-of-use/usps-terms.html> and are incorporated in this Agreement by reference.

b) If our license to any Third Party Content terminates, you agree: (i) that this Agreement and all other agreements with us or any of our affiliates and you (e.g., equipment) will remain in full force and effect in accordance with their terms; (ii) upon our written request, to discontinue use of, and/or return the terminated Third Party Content; and (iii) in the event of such request for discontinuance, we will have no further obligation to you with respect to the Third Party Content.

c) You will be solely responsible for: (i) entering into your own arrangements with third parties, including carriers, for software functionality not provided by us as part of the Licensed Products; and (ii) payment of all fees for third-party software not expressly included in the License fee paid under the Order, including fees associated with your operating environment.

11. 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.

12. Assignment

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

13. Use of Information; Data; Publicity

a) We may collect and use information you provide to us or we obtain or which is derived from your use of the Licensed Products (including shipping information) or software maintenance and other services for the Licensed Products; provided that such information will be used for our internal purposes related to systems analysis and research, customer segmentation and/or the manner or method in which we conduct business with our customers.

b) 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 through the Licensed Products and as provided in our Privacy Statement at <https://www.pitneybowes.com/us/legal/privacy-statement.html>.

c) You assign to us all right, title, and interest (including all rights in copyright and resulting patents) in any data, information, feedback, suggestions, and written materials provided to us related to your use of the Licensed Products.

d) You will 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 Licensed Products.

e) You agree that we can use your name in our client list and identify you as a client when communicating with prospective clients, in each case along with our product or service that you are using. You agree that we can use your name and logo in marketing content, including in an advertising campaign, with your prior consent.

14. General

a) If you or we do not immediately take action on a violation of this Agreement, we are not giving up any rights under this Agreement, and we may still take action at a later point.

b) 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 when delivered to us by physical mail to Pitney Bowes Inc., EVP & President, Pitney Bowes Sending Technology Solutions, 3001 Summer Street, Stamford, CT 06926 or when you create a case at www.pitneybowes.com/us/contact-us.html (follow the instructions under “how to create a case”).

c) If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision will be severed from this Agreement and the other provisions will remain in full force and effect.

d) If physical delivery of the Licensed Products is required, delivery will be FOB point of origin. We may, to the extent available, deliver the Licensed Products, Enhancements or key codes electronically via the Internet or permit you to download the Licensed Products, Enhancements or key codes from our website.

e) You agree: (i) to comply with all U.S. export control laws and regulations; (ii) not to export, re-export, or provide the Licensed Products to any destination or to any person if prohibited by any U.S. law or regulation; and (iii) to immediately notify us in writing if you or one of your affiliates is or becomes listed in any Denied Parties List or if you or any of your affiliates export privileges are denied, suspended or revoked by any U.S. Government entity.

f) 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.

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

a) This Agreement is governed by the laws of the State of Delaware.

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

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

d) This Section 15 will survive any termination of this Agreement or an Order indefinitely.

16. Verification

With 10 days' written notice to you, we or our designated third party may verify your compliance with this Agreement at all locations and for all environments in which you use the Licensed Products. The verification will take place no more than one time per twelve-month period during normal business hours in a manner that minimizes disruption to your work environment. We may use an independent third party under obligations of confidentiality to provide assistance. We will notify you in writing if any such verification indicates that you have used the Licensed Products in excess of the use authorized by this Agreement. You agree to enter into an additional Order and pay all associated fees directly to us for the charges that we specify, including: (i) any excess use; (ii) maintenance and/or subscription fees for the excess use for the duration of such excess; and (iii) any additional charges determined as a result of the verification.

17. U.S. Government Restricted Rights

If you are an agency of the United States Government, use of the Licensed Products by the Government constitutes acknowledgment of our proprietary rights in the Licensed Products and such Licensed Products will be: (i) deemed “commercial computer software” or “commercial computer software documentation” and the Government’s rights with respect to such Licensed Products 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. Entire Agreement

This Agreement is the entire agreement between us and supersedes all prior written or verbal agreements, proposals, understandings and discussions. We will not be subject to pre-printed or standard terms contained on any purchase order or other purchasing document, and we specifically disclaim such terms. This Agreement cannot be modified unless agreed to by both you and us in writing.

Exhibit A
- On Premise Product Terms

If you have ordered the following products, your use of that product will be subject to the Product Terms below. Capitalized terms not defined below will have the same meanings set out in this Agreement.

SendSuite® Live and SendPro® Enterprise (On-Premise)

Warranty

Due to its installation procedures, the Warranty Period for the SendSuite Live and SendPro Enterprise (On-Premise) shipping software for multiple sites ("Multi-Site Software") is 90 days from the date of Acceptance of the Multi-Site Software at the initial site. "Acceptance" will be deemed to have occurred on the earlier of: (i) when you have indicated acceptance of the Licensed Products; (ii) after 30 days from delivery of the Licensed Products (the "Acceptance Period") unless you provided a notice of

rejection during such period; or (iii) when the Licensed Products have been installed and conform to all substantial operational functions described in the user manual. You will not unreasonably withhold or delay Acceptance.

Shipping & Mailing Maintenance Services Terms

MAILING AND SHIPPING SOFTWARE AND DATA PRODUCTS

SOFTWARE MAINTENANCE, SUPPORT, AND DATA SUBSCRIPTION SERVICES

UNITED STATES AND CANADA

Pitney Bowes ("PB") offers a world class level of technical support to our clients, providing assistance in the resolution of technical issues with PB software products, ensuring that our clients have access to the most up to date versions available of their licensed software, and updates to Data subscriptions (the "Products"). Two (2) levels of Software Maintenance Services ("SMA" or "Maintenance Services") are available to clients, based on the client's needs and elected at time of purchase. All Maintenance Services are provided in accordance with the license agreement and applicable ordering document (the "Order") between you and PB related to the applicable Product. Maintenance Services do not include professional services, custom development, new feature additions, hardware support, hardware parts or consumable supplies, equipment support, system back-ups, training or other services, which, if purchased by you, will be set forth elsewhere in your license agreement or in a separate agreement with PB.

Last Modified November 28, 2016

PB will provide you with the following Maintenance Services, based on the elected Tier.

SMA TIER 1 (STANDARD) MAINTENANCE SERVICES.

As part of SMA Tier 1 Maintenance Services, PB will provide you with the following:

1. SELF HELP. 24/7 access to web self-help and user and product support articles.
2. TECHNICAL SUPPORT. PB provides all technical support over the phone and via the Internet (“Remote Support”) unless otherwise specified. To receive Remote Support you will be requested to provide access to your system or computer, and it is within your discretion to determine the level of access granted to PB to receive Remote Support, which you grant at your own risk. When logging an issue it is required that you provide information in sufficient detail for PB to reproduce the problem. PB can also assist you in the diagnosis of your IT environmental or infrastructure issues for an additional fee.
 - a. Telephone Support. PB Product Support is available from 7 am to 7 pm Central Time, Monday through Friday, excluding PB observed US holidays (“Normal Operating Hours”). You may contact PB Product Support toll-free by phone during Normal Operating Hours. Contact numbers are located at www.pitneybowes.com.
 - b. Electronic Requests. You may submit a request to PB Product Support electronically by going to www.pitneybowes.com and submitting a ticket 24 hours a day, 7 days a week. Requests received outside Normal Operating Hours are processed the next business day.
3. FIXES. Corrections or changes to the Product to correct errors or otherwise make the Product materially conform to the applicable Product documentation (commonly referred to as “fixes” or “patches”).
4. PRODUCT UPDATES. PB will provide you with customer-installable updates, some that may be required to support industry compliance or continued use of the Products, as they become commercially available (“Updates”). Updates may include fixes or minor changes to the Product or additional carrier functionality or routine revisions to comply with carrier requirements. Updates may include changes to the Product documentation to reflect changes included in the applicable Update. You must be fully current with the installation of all Updates to be eligible to receive Maintenance Services. New features or functionality for the Product and non-routine or non-generally applicable revisions (“Upgrades”) may become available from time to time, for an additional fee. PB reserves the right not to add functionality or carrier services, even though they may be available from the carrier.
5. DATA UPDATES. If your Product includes data that is licensed separately as a subscription (“Data”), PB will distribute to you each Update to the Data as they are made

available to PB by its third party vendors, or with the frequency set forth in your license agreement or Order. If you require additional distribution of the Data or a Data Update, an additional service charge may apply.

6. **RATE CHANGES.** If your Product requires carrier rate information supplied by PB, client-installable rate change replacements will be provided to you based on the carrier coverage selected in the Order. Rate change replacements include postal or carrier rate increases and decreases, zip code or zone changes and changes in service provided by carriers (e.g. required new report formats or geographical expansions) and, if elected on the Order, a single UPS custom rate change per calendar year. Rate changes do not include other custom rate changes, new classes of services offered by carriers, and new rates needed to establish a new home zip code because of a change in location.

7. **DELIVERY; IMPLEMENTATION.** All Updates, Upgrades, fixes, Data Updates and rate changes will be delivered electronically unless physical media options are provided at PB's discretion. All Updates, etc. are your responsibility to install and implement unless otherwise agreed to in writing by PB, which will incur fees at PB's then current rates.

8. **ON-SITE SUPPORT.** On-site support is not offered under SMA TIER 1 maintenance service. If you request on-site support, you will incur fees at PB's then-current rates at the time of the request.

SMA TIER 2 MAINTENANCE SERVICES (Available in US only).

Includes all the services provided in SMA Tier 1, plus if Remote Support is unsuccessful at resolving the reported issue, on-site service and support will be provided at your location for no additional charge. If PB determines that support must be provided on-site, such support will be provided Monday through Friday, from 8 am to 5pm in your local time zone, excluding PB observed holidays. Average response time is within one (1) business day of PB determining that on-site support is required. Request for on-site support outside of these hours or without providing PB with access and opportunity to solve issues remotely may result in additional fees.

STANDBY SUPPLEMENT OPTION (Available in US Only).

Under your SMA Tier 1 and SMA Tier 2 options, you may elect to purchase supplemental Standby Support. This option will make emergency Remote Support, (and not general user queries) available to you outside of Normal Operating Hours. You access this support by contacting the PB Product Support toll free number. This Standby option is charged at an annual or monthly rate as set forth in your Order, with additional usage fees associated with each incident of Standby Support accessed at then-current rates.

PREMIER SUPPORT ADD-ON SUPPLEMENT OPTION (Available in US Only).

Under your SMA Tier 1 and SMA Tier 2 options, you may elect to purchase supplemental PREMIER SUPPORT. This option is charged at an annual or monthly rate as set forth in your Order and will make the following Premier Support service benefits available to you:

- Upon initial sign up for Premier Support, your assigned Account Manager will contact you at the phone number you provide with your Order, confirm future preferred method of contact, and discuss the following benefits.
- You will be given a premier 4-digit PIN number to access the team of Premier Support Agents and Case Managers. This gives you direct access to Level 2 Support Desk Agents and Case Managers for product support issues.
- When you use the premier PIN code, your call will be queued in front of all non-Premier calls and routed to the Level 2 Support Desk Agents. As a result your call will be answered ahead of any other non-Premier callers.
- Your product support case will be managed by a single point of contact all the way through the resolution of your case. If Pitney Bowes determines a dispatch of a technician to your site must be created, your assigned Case Manager will coordinate the field technician visit with our dispatch center so that it is handled in an expedited manner and follow up to ensure successful resolution.
- You are able to request alternate forms of remote access sessions for product support initiated by you. Upon your request, we will make reasonable attempt to employ the remote access technology that you choose for product support.
- Should any parts be required, we will make reasonable attempt to expedite the part(s) to your location for next day installation and repair.
- Your assigned Account Manager will conduct a support assessment two (2) times per calendar year which would include consultative analysis to ensure you are optimizing the value of this level of support.

SMA and Add On Features

SMA Coverage Attributes	No SMA	SMA Tier 1	SMA Tier 2	24 / 7 Supplement (Add on)	Premier Support (Add on)
Self Help: 24/7 access to web self-help and user and product support articles	Included	Included	Included	Per SMA Tier opted	
Technical Support: Telephone and Remote, Mon-Fri 8AM EST to 8PM EST	Billable	Included	Included		
Distribution of Software Fixes, Patches, Updates, Carrier Rate Changes (if applicable), and Data Updates (if applicable)*	Billable	Included	Included		
On-Site Support	Billable	Billable	Included		
Refresher Training	Billable	Billable	Billable		
24/7 Emergency Standby Phone Support Coverage	Billable	Billable	Billable	Included	Billable
Direct Access to Premier Support Case Agents	Not available	Not available	Not available	Not available	Included
Assigned Account Support Manager	Not available	Not available	Not available	Not available	Included
First In Line Phone Routing	Not available	Not available	Not available	Not available	Included
Expedited Field Dispatch	Not available	Not available	Not available	Not available	Included
Expedited (Overnight) Parts Shipment	Billable	Billable	Billable	Billable	Included
Semi Annual Support Review	Not available	Not available	Not available	Not available	Included
Installation of Carrier Rates Updates	Billable	Billable	Billable	Billable	Included

SERVICE LEVELS.

PB will use commercially reasonable efforts to respond to issues you report. Initial determination and classification of reported issues will be made by PB, who will evaluate the reported issue and assign it an appropriate severity level.

SEVERITY LEVEL	DESCRIPTION OF ISSUE	STATUS UPDATES	PB ACTION
Critical	Mission-critical emergency: organization is directly impacted; and Primary functionality of the Product is lost; and No Temporary Workaround available at time of the call.	No less frequently than daily at end of day	Critical issues are worked on continuously during Normal Operating Hours until the Critical issue is resolved or a Temporary Workaround is found. A plan will be developed to resolve the issue with the primary functionality of the Product and appropriate resources will be identified to implement the plan. When Temporary Workaround is identified and implemented, the severity level is downgraded.
High	Severe loss or reduction of service; and An important function is experiencing a reproducible problem causing serious inconvenience; and primary functionality of Product is reduced; but A Temporary Workaround is available.	No less frequently than daily at end of day	High severity issues are worked on during Normal Operating Hours until the issue is resolved or a Workaround is identified. A plan will be developed to resolve the primary product functionality of the Product and appropriate resources will be identified to implement the plan.
Medium	Minor loss or reduction of service. Secondary function is impaired or experiencing an intermittent problem: a <u>less</u> common operation fails frequently but with some inconvenience. Medium effort Workaround is available.	Weekly or upon request	PB will use commercially reasonable efforts to provide an acceptable Workaround and incorporate a solution to the problem in the earliest possible scheduled maintenance or product release. PB Product Support may be contacted for status monitoring of any error.
Low	Minor inconvenience of service. A less common operation fails occasionally causing low level inconvenience. Low effort Workaround is available.	Upon Request; or mutually agreeable time schedule	PB will use commercially reasonable efforts to provide a Workaround. As appropriate the issue will be logged as an error or request and a tracking number provided; every effort will then be made to incorporate a solution in a future product release. PB Product Support may be contacted for status monitoring of any error.

A “Temporary Workaround” is a Workaround that provides a temporary solution to the reported issue, but is not suitable for permanent use.

A “Workaround” is any solution to a reported issue that does not involve changing the source code of the Product, including using alternate process/approach/method to successfully accomplish the task while by-passing the problem, or installation changes including upgrading to a newer version of the Product incorporating a fix or upgrading the operating system, version, or service pack.

ELIGIBILITY. You are entitled to receive Maintenance Services for your Product under the following conditions:

1. Your license agreement and maintenance term are both paid up and current;
2. You have identified to PB appropriate technical support contacts within your organization (if your organization has 50 or more users, please see Multiple User Policy, below);
3. You have implemented the most current update or patch available for your Product;

4. You have performed routine and preventative maintenance on your systems, including disaster recovery backups, operating system updates, implementing anti-virus protection, and SQL patches and updates;

5. Your Product has not been modified (if such modification was performed by PB at your request, additional fees may apply for Maintenance Services on modified Product); and

6. Your use of the Product is in accordance with your license agreement and the documentation and in the manner reasonably intended by the Product. Maintenance Services will not be provided to installations of the Product in unsupported environments.

TERM; TERMINATION. Maintenance Services are billed and provided in 12 month periods, which begin on the effective date of your license agreement and will automatically renew for each subsequent 12 month period unless you provide written notice of your intent to terminate Maintenance Services before 60 days prior to the end of the current term. You will receive an invoice within 45 days of commencement for each renewal term reflecting the then-current rates for Maintenance Services, which will be payable in accordance with your license agreement. If your license agreement includes a leasing arrangement, the term of Maintenance Services will be the term of your lease, and your obligation to pay for Maintenance Services will be set forth in the lease agreement. Maintenance Services are non-terminable during the term unless otherwise permitted in the license agreement (i.e. for PB's uncured material breach), or in the case of the discontinuance of or material change to the Maintenance Services by PB, which in such case will be terminable within 30 days of your receipt of notice from PB detailing the change. If PB discontinues or materially changes Maintenance Services for your Product and you elect to terminate Maintenance Services, your sole remedy will be a pro-rata refund of pre-paid but unused Maintenance Service fees (or a reduction of lease payments in the amount allocated to such Maintenance Services for the balance of the lease term).

MULTIPLE USER INSTALLATIONS (For 50+ users at any individual location).

If your Product has 50 or more users at any location within your organization, Maintenance Services are provided under the following policy:

1. You must identify a limited number of your staff to become trained by PB on the Product you license in order for such staff to be able to provide limited technical support to other users within your organization ("Authorized Personnel").
2. After staff training is complete, all users within your organization should log all initial requests for technical support with the Authorized Personnel in a manner to be determined and established by you. Authorized Personnel will be responsible for responding to all internal

requests for technical support, resolving all “how to” and other questions or problems, and escalating internally within your organization for further support and determination of the nature of the problem, and ensuring that the problem is with the Product, and is not able to be addressed internally within your organization. For such problems that are unable to be addressed without PB assistance, a limited number of Authorized Personnel will be mutually agreed to as responsible for escalating requests for assistance to PB, who will then provide technical support assistance to the Authorized Personnel for issue resolution with the Product. Any issue escalated to PB for technical support must be related to the Product (and not to the organization’s operating environment or other hardware or software) and must be documented in sufficient detail in order to reproduce the problem.

3. If your organization does not have Authorized Personnel available, PB may be able to provide additional technical support assistance for an additional fee (please consult your account representative for more information).

Exhibit B
USPS License Terms for use of the USPS Data
(Last modified July 10, 2020)

The following terms apply solely to your use of the United States Postal Service (“USPS”) data that is provided under license to you from the licensor from which you receive the USPS data (“Licensor”). Absent a signed Agreement, your use of the USPS Data constitutes acceptance of the terms set forth herein. Capitalized terms used herein and not otherwise defined have the meaning assigned to them in the Agreement. The terms and conditions set forth below supersede any conflicting terms and conditions in the Agreement.

- a) The delivery point validation (the “DPV® Product”), LACSLink® and SuiteLink® and any updates, materials, know-how, computer code, and technical information (hereinafter collectively, the “USPS Data”) are confidential and proprietary to the USPS and shall remain the property of USPS. You shall maintain the USPS Data in strict confidence in accordance with the terms of the Agreement.
- b) You are prohibited from: (i) modifying, improving, correcting, or enhancing the USPS Data in any way; (ii) combining the USPS Data, or any portion thereof, with other information, data, software or the like to create any derivative product of the USPS Data; or (iii) make or reduce to practice any invention, idea or concept, whether patentable or not, on or relating to the USPS Data or any portion thereof without the prior written approval of USPS.
- c) You shall not: (i) use the USPS Data or any of its technology to compile a list of delivery points not already in your possession or to otherwise create a mailing list or portion thereof; (ii) rent, sell, distribute or otherwise provide any of your proprietary address lists, service products, or other system of records that contain address attributes derived or updated through the use of the USPS Data; or (iii) in addition to the foregoing, use SuiteLink for any purposes other than for improving business delivery addresses in multi-occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other item that will be delivered by USPS.
- d) You are not permitted to export the USPS Data outside the United States or its territories.
- e) You agree and acknowledge that USPS retains all right, title and interest in the USPS Data, and all trademarks, trade dress, service marks, trade secrets, copyrights, patents and other intellectual property rights related thereto.
- f) The USPS shall be a third-party beneficiary with respect to the license to the USPS Data granted hereunder and thereby shall have the right to directly enforce against you the restrictions with respect to the USPS Data set out herein.
- g) NEITHER LICENSOR NOR THE USPS SHALL BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF THE USPS DATA. This disclaimer is in addition to any other disclaimers of warranties set out in the Agreement.

- h) To satisfy USPS requirements THE DPV PRODUCT SHALL CONTAIN DISABLING DEVICE(S) DESIGNED TO PREVENT USE NOT PERMITTED BY THIS LICENSE. Licensor shall document all disabling devices to you. In the event you encounter the “Stop DPV Processing” function, you shall contact Licensor in order to restore DPV processing capability. Licensor shall immediately notify USPS of your name and address. At the sole discretion of the USPS, Licensor may not have the right to restore your DPV processing capability.
- i) Notwithstanding any provision set out in the Agreement regarding any limitation of liability, you shall promptly reimburse Licensor to the full amount of any damages or other claims that Licensor is required to pay, and shall otherwise hold Licensor harmless from demands, costs and damages paid to third parties, which are a result of your failure to comply with any of the obligations set out in these provisions.
- j) Notwithstanding anything to the contrary elsewhere in the Agreement or any applicable order, the USPS Data is not licensed on a perpetual basis and may only be licensed for the limited term set out in the applicable order. You may elect to renew your term license to the USPS Data to the extent Licensor continues to offer a license to the USPS Data, for an additional term upon payment of the applicable renewal fees. Licensor shall have the right to terminate your license to the USPS Data if (i) the USPS cancels Licensor’s or its licensors’ right to distribute the USPS Data, (ii) you are in breach of any of the foregoing provisions; or (iii) the Agreement or applicable order is terminated.

ON-DEMAND SUBSCRIPTION SERVICES AGREEMENT

(Last modified July 5, 2024)

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

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

The web sites through which you access the on-demand subscription services (each a "Site"; the on-demand subscription services and the Sites are collectively called the "Services") are owned and operated by us or our vendors. Additional product-specific terms applicable to certain of the Services ("Product Terms") can be found at www.pitneybowes.com/us/sendtech-terms/on-demand-subscription-services-product-terms.html and are incorporated into this Agreement.

1. Eligibility

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

2. Use of the Service

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

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

c) You won't use the Services for or make the Services available to any third party, unless permitted in the Product Terms. In addition, you agree not to use the Services to send infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the

Services. Disruptions include but are not limited to denial of service attempts, distribution of advertising or chain letters, propagation of computer worms and viruses, or use of the Services to make unauthorized entry to any other device accessible via the Services. For the Services and related software, you will not (i) make derivative works; (ii) sublicense, sell, rent, lease, lend, time-share, disclose, transfer or host the Services, documentation or any other confidential or proprietary information to or for any other parties; (iii) use the Services to modify or reproduce a third party's materials unless you have the legal right to do so; (iv) distribute any part of the Services over any network, including a local area network; or (v) extract any data from the Services and use such data for any purpose other than for your use of the Services.

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

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

3. Term and Termination; Suspension

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

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

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

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

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

4. Changes

We may change the Services and any features from time to time, and if such changes are material, we will notify you by sending an email to the last email address you gave to us. If you do not wish to continue using the modified Services, you may terminate your use of the Service, effective the last day of the current Billing Period for which you have paid in advance. We may change any terms of this Agreement and the fees charged for using the Services by posting revised terms and/or fees on the Sites and/or by sending an email to the last email address you gave to us; provided, however, that if the Order includes the lease of equipment, no change to the fees will be effective prior to the end of the term of the lease of such equipment. The new terms and new fees will be effective on the first day of the next Billing Period and will apply thereafter. By continuing to use the Services after any such changes, you agree to be bound by such changes. If you do not wish to agree to the new terms or the new fees, you must stop using that portion of the Services affected immediately.

5. Account and Password

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

6. Account Disputes

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

7. Fees; Payment Terms

a) You will pay the fees for the use of the Services which are posted on the Sites or described in an Order or SOW, and may be changed from time to time, unless specified as conditions of a subscription type. These fees do not include: (i) any applicable sales, use or other taxes, which will be separately identified on your invoice; (ii) usage-based fees for the Services, which will be separately identified on your invoice, and (iii) charges for any services not contemplated by this Agreement, such as special programming, which may be available upon request and are

subject to our then-current rates. Except as provided in an Order or SOW, your subscription for the use of the Services will be billed in advance with the first payment due at the time of registration and with each subsequent payment due on the due date specified in the invoice for the payment.

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

8. Personal Information

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

9. Trademarks

Pitney Bowes, the Pitney Bowes logo, and associated brand names and domain names are our intellectual property in the United States and other countries. All marks not owned by us are the property of their owners. You may not use, and nothing contained on the Sites or in this Agreement grants any right to use, any trademark displayed on the Site without our written permission or from the owner of the trademark. In addition, except as explicitly set forth in this Agreement, you will not use any copyrighted work displayed on the Sites or any of our other intellectual property without our prior written consent.

10. Feedback; Data Rights; Consents

a) You agree to allow us to use any feedback, comments, ideas, know-how and suggestions (“Feedback”) in any form that you provide the Feedback to us. Feedback is not confidential even if you designate it as confidential. We may use the Feedback in any of our commercial offerings, for our internal purposes or fulfilling our obligations under our agreements with you.

b) As between you and us, you own all data that you provide to us as part of the Services (“End User Data”). Subject to your rights in the End User Data, we own all usage data that results from the Services. You grant to us (and our affiliates and vendors, if applicable) the right to use your End User Data as necessary to provide the Services and as provided in our Privacy Statement. We also have the right to use,

without limitation, any anonymized or aggregated data from your End User Data that does not identify you or any end user of the Service in any of our commercial offerings, for our internal purposes or fulfilling our obligations under our agreements with you, all in accordance with our Privacy Statement. 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.

c) Some of the features and functionalities of the Services may enable you to send communications via email, text message, and/or mobile app push notification to another person or entity. By providing or otherwise transferring personal information of another person or information of another entity to the Services, you are responsible for obtaining from such person or entity all required consents and other authorizations necessary to use their information (the “Consents”). By utilizing such functionality of the Services, you represent and warrant to us that all required Consents have been obtained, that we are entitled to rely on the same, and that you grant to us the right to process such information as necessary to provide the Services.

11. Product Support

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

12. LIMITATION OF LIABILITY

a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE SERVICE AND WE WILL NOT BE LIABLE FOR ANY SUCH LOSS. IF THE WAIVER OF LIABILITY IN THE PREVIOUS SENTENCE IS NOT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS MADE RELATING TO YOUR USE OF OR INABILITY TO USE THE SERVICE IN ANY BILLING PERIOD WILL BE NO MORE THAN WHAT YOU PAID US TO PROVIDE THE SERVICE FOR THE PREVIOUS BILLING PERIOD.

b) WE WON'T BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST POSTAGE, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION OR LOST DATA YOU MAY SUFFER UNDER ANY CIRCUMSTANCES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

13. INDEMNITY

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

AND YOU AGREE TO COOPERATE WITH US IN MAKING THE DEFENSE. THIS SECTION 13 WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT OR AN ORDER INDEFINITELY.

14. SERVICE AVAILABILITY; DISCLAIMERS

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

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

15. Third Party Sites and Data

The Sites and this Agreement may contain links to third party websites, including links to the websites of carriers (“Linked Sites”). The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site, including any link contained in a Linked Site, or any changes or updates to a Linked Site. You should contact the site administrator or webmaster for those Linked Sites if you have any concerns regarding such links or the content located there. If the Services perform an address validation function, license terms applicable to use of the USPS data related to such function are found at <http://www.pb.com/license-terms-of-use/usps-terms.html> and are incorporated in this Agreement by reference.

16. Compliance with Laws

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

You represent and warrant that you have maintained and will maintain any and all certifications, licenses or other authorizations necessary or proper in furtherance of your use of the Service, including without limitation, federal certification pursuant to United States

Department of Transportation regulations regarding the identification, processing and transportation of hazardous materials, if applicable.

USPS Regulations

If you use the Service to print postage or send parcels, letters, and flats (“Packages”) with the USPS, you must comply with all USPS regulations applicable to the use of the Service. If you: (a) use your account in a fraudulent or unlawful manner; (b) do not use your account during a consecutive twelve month period; (c) fail to exercise sufficient control over your account to prevent fraudulent or unlawful use; (d) cause or allow the account to be utilized outside the United States without the prior written authorization of USPS Headquarters; or (e) otherwise fail to abide by the provisions of postal regulations and these terms regarding care and use of your account, then your account may be cancelled. You acknowledge and agree that your account will be closed and your ability to use the Service terminated by us for any of the reasons described above or upon demand by the USPS. You agree that any use of the Service to fraudulently deprive the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious, or fraudulent statement can result in imprisonment for up to five (5) years and a fine of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (31 U.S.C. 3802). The mailing of matter bearing a fraudulent imprint is an example of a violation of these statutes. The USPS has granted to us the license as a PC postage vendor to create a shared postage evidencing system that users will use to dispense postage. As a user of such Service, you must understand and acknowledge that authorization to use the Service is granted by the USPS. You accept responsibility for control and use of the Service and agree to abide by all rules and regulations governing its use. The USPS may deny use of or revoke authorization to use a postage evidencing system in the event of (i) failure to comply with rules and regulations; (ii) submission of false or fictitious information; (iii) entering of a series of unpaid or short-paid mail pieces and/or packages in the mail stream; (iv) use of the system for any illegal scheme or enterprise; (v) use of the system outside the customs territory of the United States; or (vi) possession of a decertified system. You must make the postage evidencing system and transaction records available and surrender the system to us, the USPS, or its agent when notified to do so.

17. Assignments

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

18. U.S. Government Restricted Rights

If you are an agency of the United States Government, use of the Services by the Government constitutes acknowledgment of our proprietary rights in software contained in the Services, and such software will be: (i) deemed “commercial computer software” or “commercial computer software documentation” and the Government’s rights with respect to such software and documentation are limited by this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable, or their successors; and (ii) subject to “RESTRICTED RIGHTS,”

as described in FAR52.227-14 and/or DFAR252.227-7013 et seq., as applicable. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in these regulations.

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

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

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

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

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

20. Force Majeure

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

21. Notices

Notices under this Agreement will be effective (i) in the case of a notice to you, when we send it to the last email or physical address you gave us or any address you may later provide; (ii) in the case of a notice to us alleging a breach of this Agreement, when delivered to us by email to legalnotices@pb.com or by overnight courier to Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 along with a copy to our legal counsel: Attn. Chief Legal Officer and Corporate Secretary, or any addresses we may later provide; and (iii) in the case of any other notice to us, when delivered to us by physical mail to Pitney Bowes Inc., EVP & President, Pitney Bowes Sending Technology Solutions, 3001 Summer Street, Stamford, CT 06926 or

when you create a case at <https://www.pitneybowes.com/us/contact-us.html> (follow the instructions under “how to create a case”).

22. Independent Contractor

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

23. Miscellaneous

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

Appendix G DI2000™ Terms and Conditions

(Updated: February 14, 2024)

The following provisions apply when you buy or lease the DI2000™ inserting system (the “**System**”) and are in addition to the Pitney Bowes Terms. These System terms, the executed order (the “**Order**”) and the Pitney Bowes Terms make up your agreement with Pitney Bowes (the “**Agreement**”). Capitalized terms not defined below will have the same meanings set out in the Pitney Bowes Terms.

D1. SYSTEM FEES

D1.1 System Fees. We will invoice you the System fees listed on the Order. You agree to provide accurate information about base and measured usage rates to us. If the information is not accurate, we reserve the right to estimate such usage and make adjustments based on actual usage on your next invoice.

D2. SYSTEM MAINTENANCE SERVICES

D2.1 Service Level Options. (a) If you sign up for **Standard SLA** on the Order, PBI will repair the System during the Initial Service Term or any Renewal Service Term (each term as defined in Section (b) below) (the “**Service Term**”). You are also entitled to preventative maintenance. Preventative maintenance will consist of inspecting, cleaning and periodically lubricating various components as well as replacing any worn parts. PBI will inform you of the recommended timing for preventative maintenance required. You will make the System reasonably available to PBI for preventative maintenance. Alterations to the System not authorized by us are strictly prohibited and will void your SLA. If the System needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You won’t incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent. “**Normal Working Hours**” means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI- observed U.S. holidays, in the time zone where the System or other items are located.

(b) System Maintenance Term. PBI will provide you with maintenance service for twelve months, if you don’t have a Lease, or for the Lease Term, if you are leasing the System (the “**Initial Service Term**”). **SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A “RENEWAL SERVICE TERM”) UNLESS YOU TERMINATE YOUR SERVICE AS PROVIDED BELOW OR THE LEASE EXPIRES OR IS TERMINATED OR THE RENEWAL IS PROHIBITED BY LAW.** If you don’t wish

to renew the maintenance service, you must deliver a written notice (the “**Termination Notice**”) at least 60 days prior to the renewal of the term to us at 27 Waterview Drive, Shelton, CT 06484. Your Termination Notice must include your customer account number or CAN and lease number (if applicable). PBI reserves the right not to renew your SLA for any reason. If you elect to terminate the maintenance service without cause prior to the expiration of the then applicable Service Term, no pro-rata refund will be provided, even if any prepaid hours of service have not yet been performed by us.

(c) 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 System. If the System 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.**

D2.2 Repair Service. If the System is under warranty, and we need to take the System back, PBI will be responsible for all transportation costs. We will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. Lubricants and other materials needed to service the System, except Consumable Supplies and replacement printheads, are provided without additional charge. Not included as normal wear is coverage for repairs made necessary due to any Di2000 Excluded Circumstance (defined below). If off site service is not successful, then a customer service representative will be sent to your location.

D2.3 System Maintenance Fees. If the Order specifies the purchase of maintenance services, you will pay the fees for the Initial Service Term, and any Renewal Service Term, upon receipt of our

invoice. We may increase the fees for any Renewal Service Term, and any increases will be reflected on your invoice. If you are leasing, the fees will be incorporated into your payment cycle. If you receive service for repairs caused by any Di2000 Excluded Circumstance, PBI will charge you for the service at PBI's current hourly rates and for any required parts. "DI2000 Excluded Circumstance": Notwithstanding anything in this Agreement to the contrary, PBI will not be responsible: (i) for maintaining any System that you have failed to operate under suitable temperature, humidity, line voltage, or any specified environmental conditions; (ii) if reasonable care is not used in handling, operating, and maintaining the System; (iii) if the System is not used in accordance with the agreed applications and for the ordinary purpose for which it is designed; (iv) if the inability of any System to perform is due to any act or failure to act by you, including without limitation, any alteration of or adding components to any System; (v) for unqualified operators' use of the System; (vi) for use of the System in a manner not intended; (vii) for use of the System to process applications not previously approved in writing by PBI; (viii) for use of damaged materials, such as paper or envelopes; (ix) if someone other than us services the System; (x) if you don't use required software updates; (xi) if you use the System with any equipment where we have told you that we will no longer provide support or that we have advised you is no longer compatible; (xii) if you use third party supplies (such as ink), hardware or software that results in (1) damage to the System (including damage to printheads), (2) poor indicia, text or image print quality, (3) indicia readability failures, or (4) a failure to print indicia, text or images; or (xiii) for damage to the System resulting from your missed preventative maintenance appointment. If PBI performs any repairs or maintenance as a result of any of the foregoing, you will pay PBI at its normal rates in effect at such time. If you exceed the cycle volume of your Equipment specified on the Order, PBI will 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. The rate in effect as of March 2020 is 0.0022 cents per cycle and is subject to change at our discretion. We will not be obligated to provide any maintenance services before receiving full payment of any applicable invoice.

D2.4 Replacement Equipment. If you acquire an attachment, or add a unit, to the System, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and will automatically enroll you for maintenance coverage on the new components at PBI's then current annual rates. If you choose not to continue coverage on the replacement component, attachment or unit, you may cancel the maintenance 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 services on the System, attachment or unit will be subject to PBI's current rates.

D2.5 Service Changes. PBI may modify its maintenance 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 maintenance service by giving us a termination notice at the address indicated in Section D2.1(b).

D2.6 Additional Service Terms.

(a) Maintenance service excludes the supply of postal and carrier rate changes and Consumable Supplies.

(b) Self-Service Maintenance. WE WILL NOT IN ANY EVENT BE LIABLE FOR ANY CLAIMS OF ANY KIND, ASSERTED BY YOU OR ANY THIRD PARTY, CAUSED BY THE REMOVAL, MODIFICATION, FAILURE TO MAINTAIN OR BY-PASSING OF BUILT-IN SAFETY FEATURES BY YOU.

(c) You can't elect to have maintenance service apply to some but not all of the components of the System. Maintenance service doesn't include services and repairs that are made necessary due to any Di2000 Excluded Circumstance.

D2.7 Support Services.

If you request that we provide services such as installation, maintenance, training, consulting, systems integration and data conversion or other similar support services ("**Support Services**"), charges for such services are in addition to the price of the System, unless otherwise specified in the Order.

D3. WARRANTIES; LIMITATION OF LIABILITY

D3.1 PBI System Warranty. The warranty on any System will run for a period of 90 days from the date of delivery, or if installed by PBI, then 90 days from the date of installation, or until the System reaches PBI's System usage limits, whichever occurs first.

D4. DELIVERY; INSTALLATION; RETURNS

D4.1 Delivery. You will pay all costs for transporting the System from PBI's facility to the location designated in the Order. We will make commercially reasonable efforts to deliver the System on the delivery date in the Order but cannot guarantee a specific dat

Appendix H

PBBackup Services and PC-Backup Service Terms and Conditions

The following provisions apply whenever you utilize the PBBackup or PC-Backup Services and are in addition to the Pitney Bowes Terms. These terms, the executed order (the “Order”) and the Pitney Bowes Terms make up your agreement with Pitney Bowes (the “Agreement”).

Capitalized terms not defined below will have the same meanings set out in the Agreement.

B1. DEFINITIONS

“Third Party Equipment with Embedded Software” - any Third Party Equipment with embedded software provided by PBI as specified on the Order.

“Maintenance Service” – the maintenance service described below for the Third Party Equipment with Embedded Software.

“Maintenance Service Term” – the Initial Service Term and all Renewal Service Terms.

B2. MAINTENANCE SERVICES (If purchased or leased)

B2.1 Your Maintenance Service Term and Renewal Service Term will be in accordance with your Sales or Lease Order or any renewal Order.

B3. WARRANTIES

B3.1 Warranty. THE THIRD PARTY EQUIPMENT WITH EMBEDDED SOFTWARE IS OFFERED “AS-IS” WITH NO WARRANTY.

B3.2 Disclaimer. MAINTENANCE SERVICE DOES NOT INCLUDE SOFTWARE MAINTENANCE AND/OR UPDATES. WE WILL NOT PROVIDE SERVICE UNDER THIS AGREEMENT IF THE THIRD PARTY EQUIPMENT WITH EMBEDDED SOFTWARE IS DAMAGED AS A RESULT OF EXCLUDED CIRCUMSTANCES.

B4. MAINTENANCE SERVICE

B4.1 Installation for PBBackup Service.

- (a) Once we receive your Order for the PBBackup Service, we will schedule a date for us to come and install the Third Party Equipment with Embedded Software.
- (b) When we are installing the Third Party Equipment with Embedded Software, you agree to provide a suitable power source, access to the install area, and access to any related data source.
- (c) We will make every reasonable effort to install the Third Party Equipment with Embedded Software or perform the services on the requested install date detailed in your Order, but we cannot guarantee a specific date.

B4.2 If you give us remote support access as part of the installation process, you will receive remote monitoring services up to 4 times during the Maintenance Service Term, we will request your prior consent each time. If we receive a call from you requesting that we restore your computer system, we will send a service technician to your site to restore your computer system during Normal Working Hours. Your computer will be restored using the most recent image that was last backed up on the Third Party Equipment with Embedded Software.

B4.3 Replacement Service

(a) We have designated certain Third Party Equipment with Embedded Software as “service by replacement,” which means that we will replace, rather than repair this Third Party Equipment with Embedded Software.

(b) If we determine that replacement is necessary, we will, at no additional cost, ship or deliver new, reconditioned, or remanufactured Third Party Equipment with Embedded Software of the same or equivalent functionality.

B5. OTHER FUNCTIONALITY

B5.1 You are responsible for entering into your own arrangements with third parties for functionality not provided by us as part of this service offering.

Pitney Bowes Inc. PBBackup and PC-Backup Terms (Version April 2017)

Appendix I

Additional Terms and Conditions for AddressRight® Printers

(Updated: February 14, 2024)

The following provisions apply when you purchase, lease or rent an AddressRight® Printer and are in addition to the Pitney Bowes Terms. These additional terms, the executed order (the “Order”) and the Pitney Bowes Terms make up your agreement with Pitney Bowes (the “Agreement”). Capitalized terms not defined below will have the same meanings set out in the Pitney Bowes Terms.

Sheet separators for your AddressRight® Printer are Consumable Supplies under Section 1(f) of the Pitney Bowes Terms and therefore not covered by the warranty in Section 1 of the Pitney Bowes Terms. Sheet separators are also not covered by your SLA in Section 25 of the Pitney Bowes Terms.

Depending on your use of your AddressRight® Printer, sheet separators may require frequent replacement. If a sheet separator needs to be replaced, you may either: (i) replace it yourself in accordance with the Operator Guide furnished to you with your AddressRight® Printer; or (ii) schedule a service visit with Pitney Bowes to replace it for you. Unless you purchase a sheet separator service subscription, you will need to pay for each service visit to replace the sheet separator at Pitney Bowes’ then current rates. The parties will agree on a mutually convenient time for the service visit. You must have a Standard or Performance SLA to purchase this subscription for your sheet separator. Your Standard or Performance SLA will cover the remaining parts of your AddressRight® Printer to the extent applicable under the Pitney Bowes Terms.

If you choose to purchase a sheet separator service subscription, then during the term of the subscription, you will be entitled to receive eight (8) or sixteen (16) service visits to replace sheet separators, as specified in the Order, during each twelve-month period (“Subscription Year”) commencing on the date of installation of your AddressRight® Printer when the subscription is ordered with the AddressRight® Printer, or on the Order date when the subscription is ordered after installation. If your Subscription Year extends beyond the expiration of your rental or lease, your subscription will expire at the end of the rental or lease term. In this case, we will refund a portion of your subscription fee to you based on the amount of time remaining in your Subscription Year.

If you do not use the number of service visits covered by your subscription in any Subscription Year, you will not be entitled to carry over the unused number of service visits into the next Subscription Year. If you require service visits in any Subscription Year in excess of the covered number under your subscription, you will be billed separately for each additional service visit at Pitney Bowes’ then current rates. In addition, because sheet separators are Consumable Supplies,

you will be required to pay for each replacement at the then current price, whether or not you have a subscription.

Each subscription will cover only that AddressRight® Printer identified in the Order for such subscription. The subscription term will initially be for one year (“Initial Term”). THE SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR CONSECUTIVE ONE-YEAR TERMS (EACH A “RENEWAL TERM”) UNLESS YOU TERMINATE THE SUBSCRIPTION, AS PROVIDED BELOW, OR THE LEASE OR RENTAL OF THE COVERED ADDRESSRIGHT PRINTER EXPIRES OR IS TERMINATED OR THE RENEWAL IS PROHIBITED BY LAW. The cost of the subscription during the Initial Term will be at the price specified in the Order. We may increase the cost of the subscription for any Renewal Period, and any increases will be reflected on your invoice. If you don’t wish to renew the subscription, you must deliver a written notice (the “Termination Notice”) at least sixty days prior to the renewal of the term to us at 27 Waterview Drive, Pitney Bowes - Confidential Shelton, CT 06484 or you may notify us by creating a case at <https://www.pitneybowes.com/us/support/contact-us.html> (follow the instructions under “how to create a case”). Your Termination Notice must include your customer account number and lease or rental number (if applicable). We reserve the right not to renew the subscription for any reason. Pitney Bowes - Confidential

Appendix J
Cube Coverage Terms for PitneyShip™ Cube and
PitneyShip™ Cube Pro

(Last Modified: January 4, 2024)

If you sign up for Cube Coverage (defined below) service on the Order, we will provide the following support to you:

- a) **SELF HELP.** 24/7 access to web self-help, internet chat bot assistance, and user and support articles.

- b) **TECHNICAL SUPPORT.** Technical support via the Internet (“**Cube Coverage**”). To receive Cube Coverage you must provide us with access to your device. Contact information is located at <https://www.pitneybowes.com/us/support/contactus.html>. When submitting an issue, you will be requested to provide sufficient detail for us to reproduce the problem. Additional support, such as diagnosis of your IT environmental or infrastructure issues, may be available, subject to additional terms and fees.
 - (i) **Live Chat Support.** PB product support via live chat is available from 7 am to 7 pm Central Time, Monday through Friday, excluding PB observed US holidays (“**Normal Operating Hours**”).
 - (ii) **Electronic Requests.** You may submit a request to PB Product Support electronically by going to www.pitneybowes.com, signing in to Your Account, and submitting a ticket 24 hours a day, 7 days a week. Requests received outside Normal Operating Hours are processed the next business day.
 - (iii) If there are 50 or more users within your organization, then you must identify a limited number of staff who are responsible for escalating requests for support assistance to us (“**Authorized Personnel**”). We will provide remote technical support assistance to the Authorized Personnel. Authorized Personnel will then be responsible for providing technical support to other users within your organization. Any issue escalated to us for technical support must be related to the PitneyShip Cube (and not to your organization’s operating environment or other hardware or software). Additional fees will apply if your organization does not have Authorized Personnel available.

- c) **EQUIPMENT REPLACEMENT.** If at our sole discretion we determine that a replacement of your equipment is needed, then we will promptly ship a new, reconditioned or remanufactured replacement of the same or a functionally equivalent model to you. Unless PBI instructs you otherwise, within five days of receiving the replacement equipment, you must pack the 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.

ADDITIONAL TERMS

Cube Coverage doesn't include dispatch of a technician to your location. Cube Coverage doesn't include services that are made necessary due to any Excluded Circumstance. "**Excluded Circumstance**" is a circumstance outside of PBI's control, including an accident, your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control, servicing 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 label rolls), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor text or image print quality, (iii) image readability failures or (iv) a failure to print text or images. Cube Coverage excludes the supply of labels.

Cube Coverage Terms

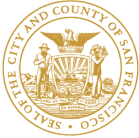
PBI will provide you with Cube Coverage for twelve months, or if you have a Lease or Installment Sale agreement, then for the term of that agreement (as applicable, the "**Initial Term**"). CUBE COVERAGE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "**RENEWAL TERM**") UNLESS A) YOU TERMINATE YOUR CUBE COVERAGE 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 Cube Coverage, 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 (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 Cube Coverage agreement for any reason.

Cube Coverage Fees

You will pay the Cube Coverage fees for the Initial Term and any Renewal Term(s). We may increase the Cube Coverage fees after the Initial Term, and any increases will be reflected on your invoice. If you receive Cube Coverage for repairs caused by any Excluded Circumstance, PBI will charge you for the Cube Coverage at PBI's current hourly rates and for any required parts. If you receive a replacement product due to any Excluded Circumstance, then PBI will charge you for the replacement product at PBI's then current price at the time of the replacement.

Cube Coverage Changes

PBI may modify its Cube Coverage terms by giving written notice to you (a “**Cube Coverage Change Notice**”), which will state whether the change is material. After receiving a Cube Coverage Change Notice, if the change is material, you may terminate Cube Coverage by giving us a termination notice at 27 Waterview Drive, Shelton, CT 06484 or you may create a case at pitneybowes.com/us/contact-us.html (follow the instructions under “how to create a case”).



**San Francisco Office of the City Administrator
City Administrator Carmen Chu**

Citywide Contract with Pitney Bowes, Inc. for Mailroom Equipment, Maintenance and Consumables (TC95020)

File 24-1156

Office of Contract Administration

Board of Supervisors' Budget and Finance Committee

January 22, 2025

Request Summary

- Authorize Umbrella Contract GRP0000022 with Pitney Bowes, Inc. (“Pitney Bowes”) for the continued rental and purchase of mailroom equipment and supplies by multiple City departments.
- The proposed contract will have a not to exceed (“NTE”) amount of \$23,550,000.
 - * See Table 1 for a breakdown of the contract NTE.
- The contract will have an initial term of three (3) years, with the option to extend for two (2) additional years.

Covered Goods and Services

- Purchase or rental of mailroom equipment, including:
 - postage meters,
 - automated mailing systems,
 - envelope openers, and
 - document scanners.
- Equipment maintenance.
- Consumable supplies.
- Postage produced by the United States Postal Services (“USPS”).

Purchasing Authority

- Pitney Bowes equipment is proprietary to Pitney Bowes and Pitney Bowes is the only vendor authorized to:
 - maintain, distribute, and exchange postage meters,
 - provide postage rates and software/firmware updates for its postage meters, and
 - add postage to its postage meters.
- Based on the above, Pitney Bowes is the sole source provider of the mailroom equipment currently owned or rented by City departments that use it.

Usage

- Primary user: Reproduction and Mail Services (“ReproMail”) which provides reprographic and mailing services to all City departments.

** See Table 2 for a breakdown of spend by City department.*

- Of the \$4MM paid by ReproMail to Pitney Bowes each year, ***nearly 99.66% is for the purchase of USPS postage.***

** See Table 3 for a breakdown of spend by category.*

- Based on this, nearly \$23,470,575 of the \$23,550,000 being requested for this contract will be for the purchase of USPS postage.

Pricing

- All pricing will be aligned with Pitney Bowes' **standard pricing for state and local government clients**. However, City may negotiate better pricing on a transaction-by-transaction basis.
- Pitney Bowes and USPS partnership also offers City discounted postage rates compared to the standard retail prices:
 - **First-Class Mail letters:** 4-cent discount on each letter.

Pricing (continued)

- **USPS shipping labels:** Up to 88% savings.
- **Packages weighing over 16 ounces:** Up to 30% savings.
- **Large packages up to 20 pounds:** Cubic pricing where shipping cost is based on package dimensions rather than weight, offering significant savings for small, heavy packages.
- **Presorting:** Equipment organizes mail by ZIP code and other criteria which allows City to save up to 46% on First-Class postage.

Summary

- City departments rely on Pitney Bowes equipment to handle high volumes of mail, manage their postage and track shipments.
- The primary user of Pitney Bowes equipment is ReproMail, which manages the bulk of City's mailing services.
- Nearly 99% of this contract amount is for the purchase of USPS postage.
- Without this Contract, City departments currently using Pitney Bowes equipment will not have a proper purchasing vehicle in place for their mailroom needs.

Reference Materials

Table 1: Contract NTE Calculations based on Total Spend by City Departments between 2021-2023 for Pitney Bowes Equipment, Supplies and Consumables

Avg Annual PO Encumbrances 2021-2023	\$4,096,330
New Contract Duration (Years)	5
New Contract NTE (before adjustments)	\$20,481,652
Plus Contingency (15%)	\$3,072,248
Other Adjustments	\$0
Proposed Revised Executed Contract NTE	\$23,553,900
Proposed Revised Executed Contract NTE (Rounded to nearest ten thousand)	\$ 23,550,000

Table 2: Total Spend by City Departments between 2021-2023 for Pitney Bowes Equipment, Supplies and Consumables

Department	2021	2022	2023	Grand Total	Annual Average
ADM	\$ 3,122,189	\$ 5,006,243	\$ 3,871,599	\$ 12,000,031	\$ 4,000,010
AIR	\$ 66,817	\$ 22,000	\$ 22,890	\$ 111,708	\$ 37,236
CPC	\$ 8,450	\$ 4,849	\$ 4,997	\$ 18,296	\$ 6,099
DEM	\$ 2,979	\$ 2,662		\$ 5,641	\$ 1,880
HSA	\$ 73,039	\$ 45,203	\$ 10,911	\$ 129,152	\$ 43,051
MYR	\$ 752	\$ 1,703	\$ 1,315	\$ 3,770	\$ 1,257
PRT	\$ 3,000	\$ 3,000	\$ 6,000	\$ 12,000	\$ 4,000
RET	\$ 4,653	\$ 5,650	\$ 7,289	\$ 17,592	\$ 5,864
WAR	\$ 775	\$ 1,910	\$ 3,606	\$ 6,290	\$ 2,097
Grand Total	\$ 3,282,653	\$ 5,093,221	\$ 3,928,606	\$ 12,304,480	\$ 4,101,493

Table 3: Breakdown of Average Spend by Category for FY22, FY23 and FY24 for ReproMail

Category	Annual Avg (\$)	Annual Avg (%)
Maintenance	\$6,844	0.18%
Supplies	\$299	0.01%
Meter Rental	\$5,587	0.15%
USPS Postage	\$ 3,761,882	99.66%
Total	\$3,774,613	100%

President, District 8
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689
Tel. No. 554-6968
Fax No. 554-5163
TDD/TTY No. 544-5227

RAFAEL MANDELMAN

PRESIDENTIAL ACTION

Date: 1/16/25

To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,
Pursuant to Board Rules, I am hereby:

Waiving 30-Day Rule (Board Rule No. 3.23)

File No. _____

(Primary Sponsor)

Title. _____

Transferring (Board Rule No 3.3)

File No. _____

(Primary Sponsor)

Title. _____

From: _____ Committee

To: _____ Committee


Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor: Dorsey Replacing Supervisor: Melgar

For: 1/22/25 Budget & Finance Meeting
(Date) (Committee)

Start Time: _____ End Time: _____

Temporary Assignment: Partial Full Meeting



Rafael Mandelman, President
Board of Supervisors



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
 Phone: 415.252.3100 . Fax: 415.252.3112
ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 241156

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4
 (S.F. Campaign and Governmental Conduct Code § 1.126(f)4)
 A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION	
TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD	
OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT	
NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT	
NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Taraneh Moayed	415-554-6212
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
OCA Office of Contract Administration	Taraneh.Moayed@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Pitney Bowes Inc.	TELEPHONE NUMBER (203) 356-5000
STREET ADDRESS (including City, State and Zip Code) 3001 Summer Street, Stamford, Connecticut 06926	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 241156
DESCRIPTION OF AMOUNT OF CONTRACT \$23,550,000		
NATURE OF THE CONTRACT (Please describe) Umbrella Contract GRP0000022 with Pitney Bowes provides a variety of mailroom equipment for rental or purchase by all City departments. The equipment includes postage meters, automated mailing systems, envelope openers, and document scanners. City departments rely on this equipment to handle high volumes of mail, manage their postage and track shipments. Under Umbrella Contract GRP0000022, City departments can also purchase maintenance of all rented or purchased equipment, consumable supplies used in the normal use of mailing equipment, and stamps produced by the United States Postal Services ("USPS"). Since 2021, 9 City departments have leased or purchased mailroom equipment, supplies and stamps from Pitney Bowes. However, nearly \$23,470,575 (99.66%) of the \$23,550,000 being requested for this contract will be for the purchase of USPS stamps paid to Pitney Bowes to pay to USPS.		

7. COMMENTS
OCA has waived the competitive solicitation requirements for Umbrella Contract GRP0000022 because it deems Pitney Bowes as the sole source provider of the mailroom equipment currently owned or rented by City.

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Alberti-Perez	Milena	Board of Directors
2	Evans	Paul	Board of Directors
3	Everett	Todd	Board of Directors
4	Levene	Catherine	Board of Directors
5	Rosenzweig	Lance	Board of Directors
6	Schoenfeld	Julie	Board of Directors
7	wolf	Kurt	Board of Directors
8	Rosenzweig	Lance	CEO
9	witek	John	CFO
10	The Vanguard Group, Inc.:		Shareholder
11	Morris	Judy	Other Principal Officer
12	Nurmohamed	Shemin	Other Principal Officer
13	Johnson	Christopher	Other Principal Officer
14	Pfeiffer:	Debbie	Other Principal Officer
15	Freeman-Bosworth	Lauren	Other Principal Officer
16	Fairweather	James	Other Principal Officer
17	Kupferschmid	Geoff	Other Principal Officer
18			
19			

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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DATE: November 21, 2024
 TO: Angela Calvillo, Clerk of the Board
 FROM: Taraneh Moayed, Assistant Director of Office of Contract Administration (OCA) and Purchaser
 SUBJECT: Resolution to approve Peoplesoft Umbrella Contract GRP0000022 with Pitney Bowes, Inc. (TC95020) for Citywide Mailroom Equipment, Maintenance and Consumables

Enclosed please find the proposed Resolution from the Office of Contract Administration (OCA) requesting that the Board of Supervisors authorize Umbrella Contract GRP0000022 with Pitney Bowes, Inc. (“Pitney Bowes”) for the rental and purchase of mailroom equipment and supplies by all City departments. The proposed contract will have a not to exceed (“NTE”) amount of \$23,550,000 and an initial term of three (3) years, with the option to extend the term for two (2) additional years, for a total contract duration of five (5) years. The anticipated contract start date is February 1, 2025.

Background

Umbrella Contract GRP0000022 with Pitney Bowes provides a variety of mailroom equipment for rental or purchase by all City departments. The equipment includes postage meters, automated mailing systems, envelope openers, and document scanners. City departments rely on this equipment to handle high volumes of mail, manage their postage and track shipments. Under Umbrella Contract GRP0000022, City departments can also purchase maintenance of all rented or purchased equipment, consumable supplies used in the normal use of mailing equipment,¹ and postage produced by the United States Postal Services (“USPS”)

As shown in Table 1, since 2021, 9 City departments have leased or purchased mailroom equipment, supplies and postage from Pitney Bowes.

Table 1: Total Spend by City Departments between 2021-2023 for Pitney Bowes Equipment, Supplies and Consumables

Row Labels	2021	2022	2023	Grand Total	Annual Average
ADM	\$ 3,122,189	\$ 5,006,243	\$ 3,871,599	\$ 12,000,031	\$ 4,000,010
AIR	\$ 66,817	\$ 22,000	\$ 22,890	\$ 111,708	\$ 37,236
CPC	\$ 8,450	\$ 4,849	\$ 4,997	\$ 18,296	\$ 6,099
DEM	\$ 2,979	\$ 2,662		\$ 5,641	\$ 1,880
HSA	\$ 73,039	\$ 45,203	\$ 10,911	\$ 129,152	\$ 43,051
MYR	\$ 752	\$ 1,703	\$ 1,315	\$ 3,770	\$ 1,257
PRT	\$ 3,000	\$ 3,000	\$ 6,000	\$ 12,000	\$ 4,000
RET	\$ 4,653	\$ 5,650	\$ 7,289	\$ 17,592	\$ 5,864
WAR	\$ 775	\$ 1,910	\$ 3,606	\$ 6,290	\$ 2,097
Grand Total	\$ 3,282,653	\$ 5,093,221	\$ 3,928,606	\$ 12,304,480	\$ 4,101,493

¹ Examples of consumable supplies are: toner and ink, ink cartridges, ribbons, developer, fuser agent, sumps, preventative maintenance kits, envelopes, shipping & mailing supplies, mailing boxes & cartons, bubble, stretch wrap & craft paper, bags & pouches, bubble lined & padded mailers, inserting system supplies, packaging tape & tape dispensers, packing supplies, postage scales, tabs (wafer seals), USPS special service labels and forms, addressing printer supplies, document printer supplies, label & badge printer supplies, letter folders & openers, production printing system supplies, and scanning & tracking accessories. Consumable supplies does not include staples or paper.



The primary user of Pitney Bowes equipment is the City Administrator’s Office Reproduction and Mail Services (“ReproMail”), the City and County of San Francisco’s central printing and mailing facility, which provides reprographic and mailing services to all City departments. Although ReproMail encumbers an average of \$4MM per year in Purchase Orders issued to Pitney Bowes, **nearly 99.66% of this total is for the purchase of USPS postage**. Based on this, nearly \$23,470,575 of the \$23,550,000 being requested for this contract will be for the purchase of USPS postage.

Table 2: Breakdown of Average Spend by Category for FY22, FY23 and FY24 for ReproMail

Category	Annual Avg (\$)	Annual Avg (%)
Maintenance	\$ 6,844	0.18%
Supplies	\$ 299	0.01%
Meter Rental	\$ 5,587	0.15%
USPS Postage	\$ 3,761,882	99.66%
Total	\$ 3,774,613	100%

Purchasing Authority

OCA has waived the competitive solicitation requirements for Umbrella Contract GRP0000022 because it deems Pitney Bowes as the sole source provider of the mailroom equipment currently owned or rented by City.

As per Pitney Bowes, its equipment is proprietary to Pitney Bowes and, as such, Pitney Bowes is the only vendor authorized to:

- maintain, distribute, and exchange the Pitney Bowes Postage Meters,
- provide postage rates and software/firmware updates for the Pitney Bowes Postage Meters, and
- add postage to the Pitney Bowes Postage Meters,

Further, Pitney Bowes products include proprietary software to which only Pitney Bowes has the exclusive rights to modify and correct.

Pricing Structure

Pricing for this contract will be negotiated by the Parties at the time of product request. However, all pricing under this Agreement will be aligned with Pitney Bowes’ standard local and state pricing offered to valued state and local government clients that are not acquiring from a cooperative or other contract. Pitney Bowes also offers discounted postage rates through its partnership with the United States Postal Service (USPS). Discounted postage rates are subject to change. These include:

1. USPS Partnership and Special Discounts: As an authorized USPS partner, Pitney Bowes provides clients with access to discounted rates on various USPS services. For instance, users of PitneyShip® software can save up to 88% on USPS shipping labels compared to standard retail rates. Additionally, Pitney Bowes clients save 4 cents on every First-Class letter sent versus using stamps. Pitney Bowes also offers a 4-cent discount on each First-Class Mail® letter compared to the standard retail stamp price. This means that if the retail rate for a First-Class letter is \$0.73, using Pitney Bowes services would reduce the cost to \$0.69 per letter.

2. Large Packages: For packages weighing over 16 ounces, Pitney Bowes offers significant discounts of up to 30% through its partnership with USPS. These discounts are available when using PitneyShip® software to print USPS shipping labels. Additionally, Pitney Bowes unlocks USPS Cubic pricing for packages up to 20 pounds. This pricing model bases shipping costs on package dimensions rather than weight, offering significant savings for small, heavy packages.



3. Presort Services: By presorting mail, Pitney Bowes helps clients qualify for postage discounts typically reserved for high-volume mailers. This process involves organizing mail by ZIP code and other criteria before sending, which streamlines USPS processing and reduces costs. Clients can save up to 46% on First-Class postage through presorting.

4. Electronic Return Receipt (eRR): For Certified Mail™, Pitney Bowes offers eRR, which provides the same benefits as the traditional "Green Card" but with digital processing. This method reduces manual handling and offers savings on return receipt services.

Contract NTE Calculations

Based on total PO spend between 2021 and 2023, and adding an additional 15% contingency, OCA estimates an annual need of \$4,710,780 for Umbrella Contract GRP0000022. The five year total NTE based on this value is detailed in Table 3 below.

Table 3: Contract NTE Calculations based on Total Spend by City Departments between 2021-2023 for Pitney Bowes Equipment, Supplies and Consumables

Avg Annual PO Encumbrances	\$4,096,330
New Contract Duration (Years)	5
New Contract NTE (before adjustments)	\$20,481,652
Plus Contingency (15%)	\$3,072,248
Other Adjustments	\$0
Proposed Revised Executed Contract NTE	\$23,553,900
Proposed Revised Executed Contract NTE (Rounded to nearest ten thousand)	\$ 23,550,000

Recommendation

Umbrella Contract GRP0000022 with Pitney Bowes provides a variety of mailroom equipment for rental or purchase by all City departments. The equipment includes postage meters, automated mailing systems, envelope openers, and document scanners. City departments rely on this equipment to handle high volumes of mail, manage their postage and track shipments. The primary user of Pitney Bowes equipment is ReproMail which manages the bulk of City’s reprographic and mailing services. Further, nearly 99% of this contract amount is for the purchase of USPS postage when using Pitney Bowes equipment. Without this Contract, ReproMail and 8 other agencies currently using Pitney Bowes equipment will not have a proper purchasing vehicle in place for their mailroom needs. For these reasons, OCA respectfully requests a timely approval of this resolution.

If you have any questions or require additional information, please contact Taraneh Moayed on my team at (415) 554-6212

Enclosures:

1. Umbrella Contract GRP0000022 Proposed Agreement
2. Umbrella Contract GRP0000022 Ethics Form 126f(2)
3. Umbrella Contract GRP0000022 Ethics Form 126f(4)
4. Umbrella Contract GRP0000022 Resolution