

If you ordered any of the following products, your use of the product(s) will be governed by these terms below: Cost Accounting,  INVIEW® Analytics, MyGraphics™ Designer System, SendPro® Enterprise (On-Demand), SendPro® Online (aka PitneyShip™ software), SendSuite® Tracking Online, PitneyShip™ Pro, PitneyTrack™ Inbound, PitneyAnalytics™ solution, ParcelPoint™ Smart Locker Management.

**ON-DEMAND SUBSCRIPTION SERVICES AGREEMENT**

# For NASPO ValuePoint

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](http://www.pitneybowes.com/us/contact-us.html).

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 in Attachment 1, attached hereto.

**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. 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, as permitted by law.

**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, providing those fees are in compliance with current Master Agreement pricing. 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. If your Services require federated or single sign-on access, your passwords and access is managed by the Purchasing Entity. 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 which are in compliance with Master Agreement pricing, and may be changed from time to time, upon Lead State approval, 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, if applicable; (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 Master Agreement 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**

a) You grant to us (and our affiliates and vendors, if applicable) the right to use the data you provide to us as necessary to provide the Services and as provided in our Privacy Statement. We reserve the right to use, without limitation, any anonymized or aggregated data that does not identify you or any user of the Service relating to use of the Service. We retain the right to use data derived from your use of the Service for our internal purposes and for the purposes of performing analytics on the Service, or for improving or enhancing the Service or other products or services offered by us to our customers, all in accordance with the Privacy Statement.

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

c) You’ll ensure that you have the appropriate rights to (including the right to provide to us) all data, files, materials or other information that you provide to us in connection with our provision of the Services.

**11. Product Support**

As part of your access to the Services, we will provide you with product support in accordance with the terms in Attachment 2 – Product Support Terms.

**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.  THIS LIMITATION OF LIABILITY SHALL BE IN ADDITION TO ANY INSURANCE COVERAGE REQUIRED UNDER THE CONTRACT, BUT IN NO EVENT WILL THE LIABILITY COVERAGE EXCEED ACTUAL DAMAGES INCURRED.**

**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. RESERVED**

**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, 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.shtml. These terms](http://www.pb.com/license-terms-of-use/usps-terms.shtml.%20These%20terms%20) are not incorporated into this Agreement, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to agreement of any license terms.

**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 the Manager of Retail Systems and Equipment, U.S. Postal Service, Washington DC 20260; 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 and will provide written notice to you.

# 18. Choice of Law; Arbitration

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

**b) ANY CLAIM OR CAUSE OF ACTION UNDER THIS AGREEMENT THAT YOU DON’T PRESENT WITHIN 3 YEARS 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.

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

**20.  Force Majeure**

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](mailto: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 venture, co-owner, employee or agent of the other party, and neither party will hold itself out as such.

**23.  Miscellaneous**

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 within 3 years of the date of perceived breach.

# Attachment 1 – Product Terms

# Product Terms for SendPro® Online, PitneyShip™ Software and PitneyShip™ Pro

## **(Last modified October 2022)**

**Defined Terms**

“Package(s)” means parcels, letters, and flats shipped under this Agreement.

“Carrier” means a third-party shipping vendor that you use within the Service.

“Tender” means the transfer of physical custody of a Package that has a PBI compliant shipping label affixed to it, by you to a Carrier as demonstrated by the scanning of the label by the Carrier.

**Use of the Service**

In order to use the Service, you must complete the registration process. You may use the Service on behalf of third parties. You may permit your third party contractors to access the Service solely on your behalf and for your benefit so long as the contractor agrees to fully comply with all terms and conditions applicable to the Service. You remain responsible for each contractor’s compliance with those terms and conditions and any breach of those terms. All rights granted to any contractor under these terms terminate immediately upon (i) conclusion of the services provided by the contractor to you that gives rise to such right or (ii) termination of your account or your use of the Services.

Each individual Package Tendered for shipment must originate from a location in the U.S. or certain U.S. territories. You agree that you will only Tender Packages to a Carrier with shipping labels that correspond to the transportation method you selected.

# Fees

# The fees for the use of the Service don’t include the postage, shipping or other charges imposed by the carrier for printing postage or labels and sending letters or parcels through the United States Postal Service (the “USPS”) or another carrier.

# Trial Period

# If your subscription includes a free trial period and if you don’t wish to continue your subscription past the trial period, you must cancel your subscription before the last day of the trial period to avoid being billed for the first month of the subscription once the trial period has expired.

# Credit Cards – Accounts with The Pitney Bowes Bank, Inc.

# Unless (i) you have established and maintain a Purchase Power® account or a Reserve Account with The Pitney Bowes Bank, Inc. (the “Bank”) and (ii) you have available funds in a Reserve Account or have available credit under a Purchase Power account, then as long as you’re utilizing the Service or have an outstanding balance with us, you'll provide us with valid credit card information. You’ll replace the information for any credit card that expires with information for a different valid credit card. Some charges for the sending of parcels may be billed directly by the Carrier. For all other charges for postage or for the sending of parcels through the Service, including, without limitation, any charges imposed by a Carrier for which the charges paid by you were insufficient (all such charges are called “Shipping Charges”) and all fees for the use of the Service, we will charge your Reserve Account, if established, with any remaining unpaid balance being charged to your Purchase Power account, if any. In the event that (i) you do not maintain a Reserve Account or a Purchase Power account with the Bank or (ii) you do not have available funds in a Reserve Account and do not have available credit under a Purchase Power account, all such fees and charges will be charged to your credit card together with a convenience fee of 3 ½% of the amount of all Shipping Charges and you authorize us to do so.

**Carrier Requirements**

As part of the Service, Pitney Bowes partners with Carriers that enable you to print shipping labels, and these Carriers are responsible for shipping your items. As part of your use of the Service, you must comply with the requirements of those Carriers.

If you use the Service for shipping with the USPS, you must comply with all applicable terms listed at https://www.usps.com. Failure to comply will constitute a material breach and the USPS will provide written notice of termination. However, if allowed by USPS, you will have ten (10) days from date notice is received from USPS or a copy of such written notification from us, whichever is earlier, to cure your violations of USPS policies and procedures and have USPS rescind its termination notice.

You may be entitled to receive discounted rates for Packages you Tender to the USPS for shipment. Rates are subject to change at any time.

If you use the Service to send Packages with a Carrier other than the USPS, you must comply with the requirements of that Carrier. The terms governing the use of FedEx to send parcels are located at https://www.fedex.com/ and the terms governing the use of United Parcel Service are located at https://www.ups.com/.

**Third Party Marketplaces**

We may provide functionality to enable you to link your account to third party marketplaces (each a “Marketplace”), such as eBay, Amazon and Shopify. The Marketplace sites, their authentication process and any data they provide us (and its accuracy) are not under our control and we are not responsible for it. You warrant that you are the Marketplace account holder of any account you link to us and will comply with all Marketplace terms and conditions.

# SendPro® Enterprise (On-Demand) Subscription Product Terms

**(October 2022)**

**Defined Terms**

“**Package(s)**” means parcels, letters, and flats shipped under this Agreement.  
“**Carrier**” means a third-party shipping vendor selected by you through the Service.  
“**Tender**” means the transfer of physical custody of a Package that has a PBI compliant shipping label affixed to it, by you to a Carrier as demonstrated by the scanning of the label by the Carrier.

**Use of the Service**

You may permit your third party contractors to access the Service solely on your behalf and for your benefit so long as the contractor agrees to fully comply with all terms and conditions applicable to the Service. You remain responsible for each contractor’s compliance with those terms and conditions and any breach of those terms. All rights granted to any contractor under these terms terminate immediately upon (i) conclusion of the services provided by the contractor to you that gives rise to such right or (ii) termination of your account or your use of the Service.

Each individual Package Tendered for shipment must originate from a location in the U.S. or certain U.S. territories. You agree that you will only Tender Packages to a Carrier with shipping labels that correspond to the transportation method you selected.  
**Fees**

The fees for the use of the Service don’t include the postage, shipping or other charges imposed by the Carrier for printing postage or labels and sending Packages through the United States Postal Service (the “USPS”) or another Carrier.

**Using USPS**

If you use the Service for shipping with the USPS, the USPS must approve your registration prior to use of their shipping services and you must comply with all applicable terms listed at [https://www.usps.com](https://www.usps.com/). Failure to comply will constitute a material breach and the USPS will provide written notice of termination. However, if allowed by USPS, you will have ten (10) days from date notice is received from USPS or a copy of such written notification from us, whichever is earlier, to cure your violations of USPS policies and procedures and have USPS rescind its termination notice.

You may be entitled to receive discounted rates for Packages you Tender to the USPS for shipment. These rates will be programmed into the Service and will be made available to you for the duration of this Agreement. Rates are subject to change at any time.

When you print USPS postage or labels using the Service, the following information is collected in order to generate valid postage indicia: (1) the date and time of the transaction; (2) the destination ZIP Code™; (3) the rate category of each indicium created and the details of any associated special services, such as special handling or restricted delivery; and (4) the amount of postage printed.

If you use the Service to print electronic USPS Tracking (formerly Delivery Confirmation), Signature Confirmation™, or the electronic Priority Mail Express® label, complete return and destination address data, package descriptions, reference IDs, and delivery statuses for each label printed by you is maintained by us for accounting and reporting purposes.

**Non-USPS Carrier Requirements**

If you use the Service to send Packages with a Carrier other than the USPS, you must comply with the requirements of that Carrier.

**SendSuite® Tracking Online Product Terms**

**(Last Modified October 2022)**

**Our Responsibilities**

The Service may be inaccessible or inoperable during certain periods so that we can perform routine maintenance support services (“Scheduled Downtime”). Scheduled Downtime will be scheduled outside normal business hours, such as nights and weekends. We’ll use reasonable commercial efforts to minimize any disruption, inaccessibility and/or inoperability of the Services in connection with Scheduled Downtime or other disruption of Service.

**ParcelPoint Smart Product Terms for ParcelPoint Smart Locker Management and** **PitneyTrack™ Inbound**

**(Last Modified October 2022)**

**Use of the Service**

You may permit your third party contractors to access the Service solely on your behalf and for your benefit so long as the contractor agrees to fully comply with all terms and conditions applicable to the Service. You remain responsible for each contractor’s compliance with those terms and conditions and any breach of those terms. All rights granted to any contractor under these terms terminate immediately upon (i) conclusion of the services provided by the contractor to you that gives rise to such right or (ii) termination of your account or your use of the Service.

**Our Responsibilities**

The Service may be inaccessible or inoperable during certain periods so that we can perform routine maintenance support services (“Scheduled Downtime”). Scheduled Downtime will be scheduled outside normal business hours, such as nights and weekends. We’ll use reasonable commercial efforts to minimize any disruption, inaccessibility and/or inoperability of the Services in connection with Scheduled Downtime or other disruption of Service.

**Attachment 2 – Product Support Terms**

# On-Demand Subscription Services Product Support Terms

**(Last modified: February 11, 2020)**

As part of your access to the Services, we will provide you with the following:

a)  SELF HELP.  24/7 access to web self-help and user and support articles.

b)  TECHNICAL SUPPORT.  We provide technical support over the phone and via the Internet (“Remote Support”) unless otherwise specified.  To receive Remote Support you must provide us access to your device.  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) 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 <https://www.pitneybowes.com/us/business-services/maintenance-support.html>.

        (ii) Electronic Requests.  You may submit a request to PB Product Support electronically by going to [www.pitneybowes.com](http://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 for issue resolution with the Services. 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 Services provided by us (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.