

Terms and Conditions

Minnesota

PRODUCT PURCHASE AGREEMENT

In this Product Purchase Agreement (the "Purchase Agreement"), the words "You" and "Your" mean the entity that is the Customer identified on the Product Purchase Agreement order form ("Order Form"). "We," "Us" and "Our" mean the seller, Quadiant, Inc. ("Quadiant").

1. **Purchase of Products.** You agree to purchase from Us the hardware products, software licenses and services listed on the Order Form, together with all existing accessories, attachments, replacements, and additions (collectively the "Products") upon the terms stated herein. For the avoidance of doubt, postage meters for use in mailing machines are excluded from the definition of Products. This Purchase Agreement is binding on You as of the date You sign it. This Purchase Agreement is not binding on Us until We sign it or until the Products are shipped, whichever happens first.
2. **Payment Terms.** You promise to pay to Us the amounts shown on the Order Form, plus all other amounts stated herein. Payment is due thirty (30) days after the date of Our invoice. We may charge You interest on any unpaid amounts at the lesser of eighteen percent (18%) per year or the maximum amount permitted by law. In addition, if any check is dishonored, You shall pay Us Our then-current fee for checks returned unpaid.
3. **Shipping; Delivery; and Security Interest.** Products shall be shipped from Our shipping dock, freight collect to the Installation Address specified on the Order Form or, if no such location is specified, to Your Billing Address. Your acceptance of the Products occurs upon delivery of the Products. Title and risk of loss shall pass to You upon delivery to the first common carrier. You will pay all costs relating to transportation, delivery, duties, and insurance. You hereby grant to Us a purchase money security interest covering each shipment of Products made hereunder (and any proceeds thereof) in the amount of Our invoice until payment in full is received by Us.
4. **Warranty and Notice of Reused Components.** We warrant that the Products shall be free from defects in material and workmanship for ninety (90) days after delivery. GUIDED BY QUADIANT, INC.'S SUSTAINABLE DESIGN AND RESPONSIBLE MANUFACTURING POLICY, THE PRODUCTS MAY CONTAIN REUSED COMPONENTS. For more information visit <https://www.quadiant.com/about-us/sustainable-design-and-manufacturing>.
5. **Taxes.** You agree to pay for all applicable taxes related to the sale of any Products and, if applicable, the rental of any postage meter, as well as any taxes applicable to Your possession, and/or use of the Products. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing, and tracking of such charges and taxes.
6. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED HEREIN, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE PRODUCTS, POSTAGE METER, SOFTWARE, HARDWARE, OR SERVICE, OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT, OR OTHERWISE.

7. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT,

WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS PURCHASE AGREEMENT, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.

8. **Assignment.** No right or interest in this Purchase Agreement may be assigned by You, without Our prior written consent.

9. **Notice.** All notices, requests and other communications hereunder shall be in writing, and shall be addressed to You or Us, as applicable and shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written verification receipt.

10. **Integration.** This Purchase Agreement represents the final and only agreement between You and Us regarding Your purchase of the Products. There are no unwritten oral agreements between You and Us. This Purchase Agreement can be changed only by a signed, written agreement between You and Us.

11. **Severability.** In the event any provision of this Purchase Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

12. **Waiver or Delay.** A waiver of any default hereunder or of any term or condition of this Purchase Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Purchase Agreement.

13. **Choice of Law; Venue; and Attorney's Fees.** This Purchase Agreement shall be governed under the laws of the State of Minnesota, without regard to conflicts of law, and jurisdiction shall lie exclusively in a court of competent jurisdiction in Ramsey County, Minnesota .

MAINTENANCE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Product Purchase Agreement with Quadient, Inc., or one of its affiliates (“Purchase Agreement”). Any defined terms in the Purchase Agreement shall have the same meanings in this Maintenance Agreement. Sections 5 through 13 of the Purchase Agreement are hereby incorporated into this Maintenance Agreement, except that any reference in those sections to the “Purchase Agreement” refer to this Maintenance Agreement

2. Quadient’s Terms and Conditions for Maintenance Services. If the Order Form indicates that You have purchased maintenance services, then Quadient, Inc. will provide maintenance services for the Products for twelve (12) months (the “Initial Maintenance Term”) in accordance with Quadient’s then-current maintenance terms and pricing for the level of maintenance services that You have purchased. The current version of those terms and conditions are available at www.quadient.com/usa-maintenance-program-terms. You agree that You have access to such terms and that they are incorporated into this Maintenance Agreement by this reference and that You shall be bound by such terms as if they were fully stated herein. At the end of the Initial Maintenance Term, each year We will send You an invoice for an additional year of maintenance services. By paying such invoice, You agree to continue the maintenance service in accordance with this Maintenance Agreement. All maintenance payments are non-refundable. **Notwithstanding the foregoing, maintenance services are not available on HD Office Printer Series products.**

3. Auto Ink Program. If the Order Form indicates that You have elected to participate in Our Auto Ink Program (the “Program”), then you hereby authorize Us to ship You a new ink cartridge for the Product whenever the Product indicates that the then-current ink cartridge reaches twenty percent (20%) of its capacity. You authorize Us to charge the then-current fee for such cartridge (plus applicable taxes and shipping charges) to Your Postage Funding Account, You may opt out of the Program at any time by sending an email to CIMneworders@quadient.com.

ONLINE SERVICES AND SOFTWARE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Product Purchase Agreement with Quadient, Inc. (the “Purchase Agreement”). Any defined terms in the Purchase Agreement shall have the same meanings in this Online Services and Software Agreement (“OSS Agreement”). Sections 5 through 13 of the Purchase Agreement are hereby incorporated into this OSS Agreement, except that any reference in those sections to the “Purchase Agreement” refers to this OSS Agreement.

2. License Grant and Additional Terms. In exchange for the license fees that are included in Your Purchase Payment, We hereby grant to You a nonexclusive, nontransferable license to use the Software products, including related documentation, described on the Order Form solely for Your own use on or with the Products. You warrant and represent that You will not sell, transfer, disclose or otherwise make available such Software products or copies thereof to third parties; provided, however, that the Software products may be used by Your employees or independent contractors using the Products. No title or ownership of the Software products or any portion thereof is transferred to You. You acknowledge and agree that there may be additional terms and conditions that apply to Your use of any Software provided by Us. Such terms may be provided with the Software, or made available at www.quadient.com/software-terms and may be supplemented by Us or third party licensors, from time to time, by notice to You. You acknowledge and agree that You have access to the appropriate version(s) of the

applicable terms provided at the address above and corresponding to Software described on the Order Form at the time you enter this OSS Agreement. Such terms are incorporated herein by this reference and You agree to be bound by such terms as if they were fully stated herein.

3. Software Support. Unless otherwise specified in the applicable Software terms, if You have purchased support for the Software, We will provide the following for a period of one (1) year: (i) software updates and, if applicable, carrier rate updates that keep You current and compliant with supported carrier rates, fees, zone schedules, label, barcode and forms changes; (ii) updates to the Software; (iii) corrective bug fixes as released; and (iv) technical support for the Software (collectively “Software Maintenance”). At the conclusion of each year of Software Maintenance, the Software Maintenance will renew upon written mutual agreement at Our then- current fee for such services unless you give us at least sixty (60) days prior written notice that you wish to cancel the Software Maintenance. You acknowledge that the Software may fail to comply with applicable regulations if you do not have Software Maintenance and that We shall not have any liability in connection with any such failure. If You allow the Software Maintenance to lapse, You may reinstate such services; provided that you pay all fees that would have been due from the expiration of Your last Software Maintenance period through the reinstatement date, plus a 15% administrative surcharge.

4. Use of Websites and SaaS Services. Quadient, Inc. and/or any of Our affiliates, or suppliers, including, but not limited to, Quadient Leasing USA, Inc. may, from time to time, make certain content and/or services available to You via the Internet (“Websites”) in order to provide You with certain services, including, but not limited to, software as a service solutions. If You access any such Websites, You acknowledge and agree that Your use of the Website is subject to the terms of use and/or subscription terms in effect at the time You use the Website. Such terms are available on the Websites for Your review. You acknowledge and agree that such terms may be supplemented and modified from time to time (“Supplemental Terms”). Your use of a Website after Supplemental Terms have been issued will signify Your acceptance of those terms. In the event of a conflict between the terms of this OSS Agreement and the Supplemental Terms, the Supplemental Terms shall control.