

BCC End User License Agreement

THIS BCC END USER LICENSE AGREEMENT and all applicable Orders subject to the terms hereof (collectively the "Agreement") is made as of the Effective Date by and between BCC Software, LLC, a Delaware Company with offices located at 1890 Winton Road South, Suite 180, Rochester, NY 14618 ("Licensor") and you ("Licensee").

Licensee has executed an Order for one or more licenses of Software licensed by Licensor and/or for Services from Licensor, and Licensor has agreed to license the Software and/or provide the Services on the terms of this Agreement.

If you, as Licensee or as an authorized User, do not agree to the terms of this Agreement,

- (1) **do not download**, install, copy, access, or use the Software; and
- (2) **promptly uninstall and delete all copies** of the Software from your systems.
- (3) **do not access or use** any of the Services.

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions set forth herein, Licensor and Licensee hereby agree as follows:

ARTICLE I: DEFINITIONS

Section 1.01 - Definitions: The following definitions shall apply:

1. Access: The term "access" and variants thereof shall mean to store data in, retrieve data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise.
2. Business Hours: The term "Business Hours" shall mean the normal business operating hours of Licensor which are from 8:00AM until 5:00PM ET, Monday through Friday, except holidays.
3. Cancellation Notice: The term "Cancellation Notice" shall mean that written notice sent by one party to the other party seeking to cancel this Agreement because of breach by the other party.
4. Defect Notice: The term "Defect Notice" shall mean that certain written notice from Licensee to Licensor identifying discrepancies between the actual performance of the Software and the performance represented in the Documentation.
5. Delivery Date: The term "Delivery Date" shall mean the date the Software is shipped to Licensee or the date on which the Software is made available for download by Licensee.
6. Documentation: The term "Documentation" shall mean the current copy of Licensor's User's Guide and Release Notes as made available to Licensee by Licensor.
7. Effective Date: The term "Effective Date" shall mean the date an Order is placed by Licensee.
8. Enhancement: The term "Enhancement" shall mean an enhancement in executable code for modifications to the Software which improve or expand the functionality or features of the Software made generally available to Licensees of the Software at an additional charge.
9. Initial Term: The term "Initial Term" shall mean the period commencing on the Delivery Date and continuing as set forth in the Order. If the Order does not set forth a specific length of the Initial Term, the Initial Term shall be for a period of one (1) year commencing upon the Delivery Date.

10. License Fee: The term "License Fee" shall mean the amount of money payable for the Software or Services contained in the Order.
11. License Term: Unless otherwise stated in this Agreement or an Order, the term "License Term" shall mean the Initial Term and any Renewal Term thereafter.
12. Licensed Site: The term "Licensed Site" shall mean the physical location where the Software is initially installed.
13. Order: The term "Order" shall mean the Software and/or Services Licensee has elected to purchase or license, whether in an order schedule, a Renewal Quote, or as submitted by Licensee in writing.
14. Services: The term "Services" shall mean those list processing services and subscriptions offered by Licensor and selected by Licensee.
15. Software: The term "Software" shall mean the program DVDs and/or downloads, along with the computer programs contained therein, in machine-readable, object code form only for that certain Software described in the Order, including Updates thereto.
16. Software Maintenance: The term "Software Maintenance" shall mean Updates provided on an as-needed basis by Licensor under the terms of this Agreement.
17. Software Support: The term "Software Support" shall mean the assistance provided by Licensor to Licensee in using the Software licensed under this Agreement. Software Support does not include the development of any custom applications or the performance of professional services for Licensee.
18. Termination Notice: The term "Termination Notice" shall mean that written notice sent by either party to the other party seeking to terminate this Agreement as such notice applies to an identified Order in accordance with Article VI hereof.
19. Unauthorized Access: The term "Unauthorized Access" shall mean any access to the Software or Documentation by Licensee or any third party for any use other than within the scope of the license granted by this Agreement, in connection with the operation of Licensee's business, evaluating the performance, utility and functions of the Software, and training employees or independent contractors of Licensee in the use of the Software.
20. Unauthorized User: The term "Unauthorized User" shall mean any individual other than an employee of Licensee authorized by Licensee who accesses the Software or Documentation, for any use outside of the scope of the license granted by this Agreement, evaluating the performance, utility and functions of the Software for a purpose other than training employees or independent contractors of Licensee in the use of the Software.
21. Update: The term "Update" shall mean a modification of the Software whenever developed or published by Licensor and made generally available to Licensees of the Software at no additional charge.
22. Users: The term "Users" shall mean employees authorized by Licensee to access the Software in connection with the operation of its business and independent contractors of Licensee who have executed a confidentiality agreement which accords the Software and Documentation confidential treatment and acknowledges the rights of Licensor.

ARTICLE II: LICENSE

Section 2.01 - License Grant: Licensor hereby grants to Licensee, and Licensee accepts, a non-exclusive, non-transferable, revocable license to use the Software, and the accompanying Documentation, only as authorized in this Agreement. Except for Software purchased under a site license (see Section 2.07 herein), only a single User on a computer owned, leased, or otherwise controlled by Licensee at any point in time may use the Software. Neither concurrent use on two or more computers nor concurrent use by two or more Users in a local area network or other network is permitted without separate authorization and the payment of other license fees. Licensee agrees that Licensee shall not assign, sublicense, transfer, pledge, lease, rent, or share its rights under this Agreement unless previously authorized in writing by Licensor. Licensee agrees that Licensee shall not, and shall not enable other parties to, reverse engineer,

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If the Software was delivered on physical media, Licensee may retain said physical media for backup purposes. In addition, regardless of how the Software is delivered, Licensee may make one copy of the Software for the purpose of backup. Any such copy of the Software shall include Licensor's copyright and other proprietary notices. Except as authorized under this paragraph, no copies of the Software or any portions thereof may be made by Licensee or any person under its authority or control.

Certain libraries that are dynamically linked to the Software and certain components of the Software ("Third Party Components") may be covered by "open source" or other third party software licenses. The terms of such open source or third party software licenses apply to the Third Party Components in lieu of the terms of this Agreement. To the extent the terms of the open source or other third party software licenses prohibit certain restrictions on such Third Party Components, if any, contained in this Agreement, such restrictions will not apply to such Third Party Components.

Section 2.02 - Licensor's Rights: Licensee acknowledges and agrees that the Software and the Documentation are proprietary products of Licensor protected under U.S. copyright and other laws. Licensee further acknowledges and agrees that all right, title, and interest in and to the Software, including associated intellectual property rights, are and shall remain with Licensor and any third party from which Licensor obtains its rights. This Agreement does not convey to Licensee an interest in or to the Software, but only a limited right of use revocable in accordance with the terms of this Agreement. Licensee acknowledges that Licensee is a sub-licensee of the United States Postal Service ("USPS") and this license does not convey any rights greater than rights of Licensor under its license agreement with the USPS.

Section 2.03 - Withdrawal or Update of Software: Licensor reserves the right to withdraw from the Software any item or part of an item for which it no longer retains the right to license, or which it has reasonable grounds to believe infringes the intellectual property rights of a third party or is unlawful. Licensor reserves the right to update the Software as required for its intended use. Licensor shall give written notice to Licensee of such actions in Software release notes that will be posted online with the Software download. If any such action renders the Software materially less useful to Licensee, Licensor shall, at its option and as Licensee's sole and exclusive remedy, obtain for Licensee the right to use the removed material, replace the removed material with a suitable replacement, restore the material to its original configuration, or reimburse Licensee in an amount that is proportional to the total License Fee owed by Licensee under this Agreement.

Section 2.04 - Risk of Loss: Licensee assumes risk of loss to the Software and Documentation as of the Delivery Date.

Section 2.05 - Authorized Use: Licensee shall prohibit Unauthorized Users from accessing the Software and Documentation. Licensee shall prohibit Unauthorized Access to the Software and Documentation. Where applicable, Licensee shall limit access to the maximum number of Users authorized by Licensor to simultaneously access the Software.

Section 2.06 - Acceptance: The Software shall be deemed accepted by Licensee ten (10) days after the Delivery Date unless a Defect Notice is received by Licensor within such period. Upon receiving a Defect Notice from Licensee, Licensor shall review the asserted discrepancy to determine if the discrepancy is valid. If, in the reasonable judgment of Licensor the discrepancy is valid, Licensor shall correct the discrepancy and resubmit the Software for acceptance by Licensee. If, in the reasonable judgment of Licensor, the discrepancy is not valid, Licensor shall submit to Licensee a written explanation of the reasons why such asserted discrepancy is not valid. The written explanation of Licensor set forth herein shall be deemed accepted by Licensee within ten (10) days after receipt by Licensee of the written explanation unless Licensor receives from Licensee written notice rejecting such explanation and terminating this Agreement and the applicable license within such ten (10) day period.

Section 2.07 - Software Purchased Under a Site License: BCC Architect™, BCC Presort™, and BCC Post-Presort™ are purchased under a site license and, subject to the terms of this Agreement, may be installed on multiple computers and used concurrently by multiple Users only at the Licensed Site unless prior written approval is received from Licensor to install the Software at another Licensee facility.

Section 2.08 - Software-specific Terms: In addition to the general terms described in this Agreement, the Software may include program-specific terms. Licensee agrees to follow those terms as a pre-condition to use of the Software. It is Licensee's sole responsibility to understand and follow program-specific terms before commencing use of the Software. These program-specific terms include, but are not limited to:

Section 2.08.01 - BCC Ignite™: BCC Ignite™ includes third party software from RedPoint Global Inc. and may only be licensed in conjunction with BCC Architect™, BCC Presort™, and/or BCC Post-Presort™ or their substantially similar replacements. By using this Software, you expressly agree to be bound by the terms of the RedPoint End User License Agreement found at <https://bccsoftware.com/redpoint-eula>, as may be revised from time to time, and only use the Software in compliance with the permitted uses set forth in Appendix A thereto.

Section 2.08.02 - USPS® CASS™ and/or PAVE certified products: If Licensee is using a USPS® CASS™ or PAVE certified product, the Software processes name and address data of U.S. residents under CASS™*, PAVE and Full-Service USPS® certifications. The respective DPV® data may not be distributed outside of the U.S. Licensor is obliged to record and report mailing metadata (not personal data) created per USPS® regulations.

* The software used to process the CASS™ Stage II file contains technology that disables access to outdated U.S. Postal Service data in accordance with DMM® 602.9. When used interactively, this product does not allow automated selection of an individual record from a list of multiple candidates. Users of this software are advised that any modification voids CASS™ certification.

Section 2.08.03 - BCC Architect™ Canada or BCC Bulk Mailer® Canada: If Licensee is using BCC Architect™ or Bulk Mailer® editions from Canada, portions of the Software are licensed from Canada Post (SERP) and Flagship Software Ltd. Canada (iAddress™).

For data licensed from Canada Post, Licensee agrees: (i) not to permit any party to use the Canada Post Data Files except as allowed under the express terms of this Agreement, (ii) not to create or permit any encumbrances, liens or charges against the Canada Post Data Files, and (iii) to ensure that any Canada Post Data used, distributed or provided by Licensee is the data from the most current applicable Canada Post Data File and to ensure that Canada Post Data is always distributed, or provided, along with a notice stating the date on which the currency of that data will expire and stating that use of the data, after the expiry date, for the purposes of addressing mail is expressly prohibited.

Licensee shall, with all copies of any Canada Post Data File and Derivative File and on all authorized products or services that Licensee distributes to third parties, include a notice in hard copy stating that the file distributed contains data copied under license from Canada Post (SERP) and shall indicate the date of the Canada Post Data File from which the data was copied. The data file dates are included in the release documentation.

Section 2.08.04 - BCC Presort: BCC Presort™ Software processes name and address data of U.S. residents under PAVE (incl. MAC Batch) and eVS USPS® certifications only. For eVS, Licensee is required to register with USPS directly (see <https://postalpro.usps.com>).

Section 2.08.05 - BCC Post-Presort: BCC Post-Presort™ Software processes U.S. address information under ZAP and FAST USPS® certifications only (for additional information, see <https://postalpro.usps.com>).

Section 2.08.06 - Walk Sequencer: This Software processes name and address data of U.S. residents under DPV and DSF²® USPS® certifications only. This software and data may not be distributed outside of the U.S. Licensee is required to record and/or report job metadata created per USPS® regulations.

Section 2.08.07 - DAT-MAIL™, DAT-MAIL™ Prep, Enterprise Shipper®, PostalWeb®, Scheduler™, and 1-PASS Prep™: The Cloud version of this Software is hosted by Licensor on an Internet-accessible server, although portions of the Software may also be installed on Licensee's premises. The Cloud version permits Licensee to transmit data to Licensor's Internet servers for processing and return to Licensee. Licensee is responsible for procuring and maintaining the network connections that connect its network to the Cloud version, including, but not limited to, "browser" software that supports protocols used by third parties, including Secure Socket Layer (SSL) protocol or other protocols accepted by third parties and to follow procedures for accessing services that support such protocols. Licensor reserves the right, at its sole discretion and without prior notification, to end Cloud version sessions that are inactive or that consume more computer or server resources than normal. Licensee acknowledges and agrees that terminating such sessions may result in the loss of data. Licensor has no obligation to maintain or archive any of the data or information Licensee uploads via the Cloud version.

ARTICLE III: SERVICES

Section 3.01 - During the term of this Agreement, Licensee may request Services from Licensor. The Services purchased will be reflected in an Order executed pursuant to the terms and conditions of this Agreement. The manner in which an Order may be submitted may be limited by the total License Fee for that Order.

Section 3.02 - Licensor will provide the Services via its own or its vendors' computer facilities or on Licensor's behalf through one of its licensors at Licensor's then current prices and charges. Licensor is providing Licensee with a capability to transmit data to Licensor for processing and return to Licensee. Licensee agrees that once processing has begun, an Order is deemed to have been accepted by Licensor and payment shall be due to Licensor according to the applicable terms.

Section 3.03 - Licensor grants Licensee a restricted, non-exclusive, non-transferable, revocable license to use the Services, subject to the following restrictions and limitations below and elsewhere in this Agreement:

(a) US Postal Service Related Services (e.g. CASS™, NCOALink®, DSF²®).

(i) Licensor is a non-exclusive licensee of the USPS's NCOALink® database ("NCOA Database"). The information contained in the NCOA Database is regulated by the Privacy Act of 1974 and may be used only to provide a mailing list correction service for lists that will be used for preparation of mailings. If Licensee receives all or a portion of the NCOA Database through the Services, Licensee hereby certifies to Licensor that Licensee will not use such information for any other purpose. Prior to obtaining or using information from the NCOA Database, Licensee agrees to complete, execute and submit to Licensor the NCOA Processing Acknowledgement Form.

(ii) Further, if Licensee is headquartered, has locations, or otherwise operates or resides outside the United States, Licensee represents and warrants to Licensor that Licensee has obtained the proper certifications from the USPS for NCOALink® processing. Licensor is under no obligation to provide the Services to Licensee unless Licensee has obtained the proper certifications from the USPS.

(iii) No NCOALink® data or software may be distributed outside of the U.S.. Licensee may not use the data to create new mover lists.

(iv) Licensee acknowledges and agrees that USPS requires signed Processing Acknowledgement Forms from Licensees (brokers and mail owners), and Licensor is obliged to store job metadata and report to USPS (for Processing Acknowledgement Form compliance).

(v) As to DPV®, Licensor will fulfill the following false positive requirements for DPV®:

(1) The “DPV® Product Licensee Performance Requirements” document, which is currently located at https://postalpro.usps.com/DPV_LPR, describes the requirements for handling false positive records. The document further describes a layout of file records that are to be used for logging false positives. The documents and sections referred to may be updated or changed by the USPS at its discretion.

(2) The current version of the CASS™ Technical Guide describes the file layout to be used for logging and reporting false positives.

(3) For each false positive result of a DPV® query, the Service will continue processing. Licensor will log the required information from the address that resulted in the false positive, in the format specified in the DPV® Licensee Performance Requirements, and submit it to the USPS.

(4) Any mail piece containing an address which caused a false positive shall not be mailed until clearance from the USPS is obtained.

(5) USPS reserves the right to suspend Service processing when multiple incidents of artificial address detection occur.

(b) DMA Suppression. Services for DMA Suppression is understood to mean flagging consumer names from marketing lists for the purpose of suppressing them with such information used for no other purpose. Licensee understands that the DMAchoice® Services are intended exclusively for Licensee’s own use and Licensee shall not disseminate, sublet, resell, reproduce, transfer or republish the DMAchoice® list in any medium in any manner whatsoever. Licensee acknowledges that it is Licensee’s responsibility to ensure that its files have been processed using the most recent suppression information before such files are used for marketing. Licensee acknowledges that DMA may not have identified and included the names or telephone numbers of all consumers who have signed up for DMAchoice® in the data supplied to Licensee hereunder. Licensee agrees to use the most recent file every thirty (30) days, and shall not use the most recent file past forty-five (45) days.

(c) Deceased Suppression. Services for deceased individual suppression is understood to mean matching the records from Licensee’s or Licensee’s customers’ provided files to identify those individuals within such files who are deceased, with such information to be used for the sole purpose of deleting such deceased individuals from any list used for solicitation or any other external purpose. Licensee shall, and shall require its customers to, not use the information provided from such Service for any other purpose including, but not limited to, promotions to surviving household members, or any other type of marketing or promotion.

LICENSEE AND ITS CUSTOMERS SHOULD NOT TAKE ANY ADVERSE ACTION AGAINST ANY INDIVIDUAL WITHOUT FURTHER INVESTIGATION TO VERIFY THE DEATH LISTED.

(d) Prison Suppression. Services for prison individual suppression is understood to mean matching the records from Licensee’s or Licensee’s customers’ provided files to identify those individuals within such files, who are incarcerated in the U.S., Canada and U.S. Territories, with such information to be used for the sole purpose of deleting such incarcerated individuals from any list used for solicitation or any other external purpose. Licensee shall not, and shall require its customers to not, use the information provided from such Service for any other purpose.

(e) Other.

- (i) Services shall be used solely for Licensee's or Licensee's customers' own internal business purposes;
- (ii) Services shall be only used for legitimate business purposes, including those specified in any processing acknowledgment forms required for certain Services, and will not be used for any illegal, obscene, offensive or immoral purposes;
- (iii) Licensee shall not resell, reproduce, retransmit, publish or otherwise transfer the Services to a third party;
- (iv) Licensee shall not knowingly grant access to the Services to any individuals incarcerated in prison or to any business that employs such individuals;
- (v) Services shall not be used to artificially compile a list of delivery points or addresses not already in Licensee's possession;
- (vi) Licensee shall not make any invention, improvement or enhancement on or relating to the Services or use the Services to compete with Licensor or its data providers;
- (vii) Licensee shall not, in any direct mail solicitation, telephone solicitation, or survey, make any reference to any selection criteria or any presumed knowledge about the recipient derived from the Services or the source of the recipient's name and address;
- (viii) Licensee will use mailing lists only within the United States, its territories and possessions and represents that the purpose of processing the mailing list is to improve business delivery addresses for letters, flats, postcards, packages, leaflets, magazines, advertisements, books, other printed material and any other item to be delivered by the USPS;
- (ix) Licensee shall not market or otherwise use the Services outside the scope of the license granted by this Agreement;
- (x) Licensee agrees not to allow or enable the reverse engineering, decompiling, or disassembling of the Services or products provided or associated with the Services, including without limitation deriving any data, algorithms, or source code; and
- (xi) Licensee shall use the Services in full compliance with the access restrictions set forth in Section 8.03 of this Agreement.

Section 3.04 - Licensor reserves the right to modify or discontinue any Service with or without notice to Licensee. Licensor shall not be liable to Licensee should Licensor exercise its right to modify or discontinue any Service. Further, Licensor may, from time to time, impose restrictions on the use of the Services as a result of changes in the law or limitations placed on Licensor from third parties or its licensors that limit Licensee's access to some or all of the data provided through the Services. Licensor reserves the right to temporarily restrict Licensee access to the Services to implement security or data protection enhancements.

Section 3.05 - To the extent Licensee is providing the Services for its customers, before providing the Services to such customer or customers, Licensee shall have entered into an agreement with the customers which shall address each of the limitations and restrictions set forth in this Agreement in a manner no less restrictive than as described herein.

Section 3.06 - Licensee's use of the Services is subject to, and Licensee shall, and shall require its customers to, comply with all applicable laws, rules, regulations and industry self-regulatory guidelines. It shall be Licensee's responsibility to determine the applicability of any such laws, rules, regulations and guidelines. Licensee agrees: (1) to comply with U.S. law regarding the transmission of technical data exported from the United States; (2) not to interfere or disrupt networks connected to Licensor's online service; and (3) to comply with all regulations, policies and procedures of networks connected to Licensor's online service.

Section 3.07- Licensor and its licensors shall retain all right, title and interest under applicable contractual, copyright, patent, trademark, trade secret and related laws in the databases and materials contained therein used to provide the Services, and Licensee shall use such materials consistent with such right, title and interest and notify Licensor of any threatened or actual misappropriation or infringement. This Agreement does not convey to Licensee an interest in the databases and materials contained therein used to provide the Services or to the Services itself, but only a limited right of use revocable in accordance with the terms of this Agreement. Licensor or its licensors shall own all right, title and interest in and to all information collected from orders submitted for the Services.

Section 3.08 - Licensee understands and acknowledges that the USPS reserves the right to require Licensor to suspend Licensee's ability to perform mailing list processing. Licensor will not be liable or responsible for any decision the USPS makes in canceling Licensee's mailing list processing, including, but not limited to, arbitrating the cancellation decision on Licensee's behalf. In the event the USPS suspends processing, (i) Licensee shall not be entitled to any refund or credit from Licensor; and, (ii) Licensor will discontinue providing the Services to Licensee.

USPS reserves the right to make any changes, modifications, or enhancements to any or all products.

Section 3.09 - Licensee shall not use or permit others to use the Services for credit granting, credit monitoring, account review, collection, insurance underwriting, employment or any other purpose covered by the Fair Credit Reporting Act ("FCRA"), Federal Trade Commission interpretations of the FCRA, and similar state laws.

Section 3.10 - The Services may contain information analyzed in conjunction with the national Do Not Call Registry ("DNC") and various state Do Not Call files. The Services may have either suppressed such records or identified such records as listed on the DNC or other Do Not Call files. Licensee shall, and shall require its customers to, use such DNC identified information in compliance with all applicable Do Not Call laws, rules, regulations and guidelines of the DNC and any Do Not Call file of applicable States, local or industry association laws, rules, regulations and guidelines. Licensee represents and warrants that it will, and shall require its customers to, utilize DNC records solely in compliance with exemptions, rules and regulations set in applicable local, state, federal and industry association laws, rules, regulations and guidelines. Licensee shall provide Licensor with a certified subscription account number for Licensee or its customers who will be provided Services that include as a component the use of the National Do Not Call Registry List.

Section 3.11 - With respect to Services that append data to Licensee or its customers' provided files, use of such appended data shall be limited to no more than one (1) year after delivery of the data via the Services, except in the case of telephone numbers, which may be used for an indefinite period, or for a deceased person flagged as do not contact.

Section 3.12 - In order to use Services through the Software, Licensee must have installed the most current version of the applicable Software.

Section 3.13 - Licensee acknowledges and agrees that Licensor does not accept any data for processing that falls within the scope of the EU General Data Privacy Regulation (GDPR), and

Licensee will not submit any such data. Further, Licensee shall not use the Services to process any data for its customers that falls within the scope of the GDPR.

Section 3.14 - Licensee acknowledges and agrees that Licensor does not create, receive, maintain, process or maintain protected health information (PHI), as that term is defined by the Health Insurance Portability and Accountability Act (HIPAA). Licensee will not submit any data for processing that falls within the HIPAA definition of PHI. Further, Licensee shall not use the Services to process any data for its customers that falls within the HIPAA definition of PHI.

Section 3.15 - By using the Services, Licensee acknowledges and agrees that it may have additional obligations under the California Consumer Privacy Act, Cal. Civ. Code 1798.100 et seq., as amended by the California Privacy Rights Act of 2020 and otherwise (CCPA), Virginia Consumer Data Protection Act, Va. Code Ann. § 59.1-571 et seq. (VCDPA), Colorado Privacy Act, Colo. Rev. Stat. § 6-1-1301 et seq. (CPA), Connecticut Data Privacy Act, Pub. Act No. 22015 (CTDPA), Utah Consumer Privacy Act, Utah Code Ann. § 13-61-101 et seq. (UCPA), Texas Data Privacy and Security Act (TDPSA), Montana Consumer Data Privacy Act (MTCDDPA), including any amendments and any implementing regulations thereto and other state, federal, and international privacy and consumer protection laws (collectively, the “Data Privacy Laws”). Licensee will notify Licensor of any requirements that its use of the Services may impose on Licensor under the Data Privacy Laws. Licensee further represents and warrants that any data it submits for processing was collected, stored, processed, transmitted, and handled in full compliance with the Data Privacy Laws and that consumers whose personal information is included in the data have been given all required notifications and opt-out opportunities. Only when the Data Privacy Laws apply to the data Licensee is submitting for processing as part of the Services, the BCC Data Processing Addendum (DPA), available at <https://bccsoftware.com/ccpa>, as amended from time to time, is incorporated into this Agreement. Licensee is solely responsible for using and configuring the Services in a manner that enables Licensee to comply with Data Privacy Laws, and Licensor shall not be responsible for Licensee’s use of the Services in violation of Data Privacy Laws.

Section 3.16 - Service-specific terms: In addition to the general terms described in this Agreement, the Services may include service-specific terms. Licensee agrees to follow those terms as a pre-condition to use of the Services. It is Licensee’s sole responsibility to understand and follow program-specific terms before commencing use of the Services. These service-specific terms include, but are not limited to:

Section 3.16.01 - Track N Trace®: Premium and Regular pre-paid credits may be purchased for Track N Trace® Services. Premium credits do not expire. Regular credits expire twelve (12) months after the date of purchase. In addition to the other remedies available under this Agreement, Licensor may terminate Licensee’s license to use the Services if Licensee’s barcodes fail to meet all applicable criteria for Track N Trace® Services.

Section 3.16.02 - BCC Infuse™ and BCC Data Marketing Services: These Services include third party software from RedPoint Global Inc. and may only be licensed in conjunction with BCC Architect™, BCC Presort™, and/or BCC Post-Presort™ or their substantially similar replacements. By using these Services, Licensee expressly agrees to be bound by the terms of the RedPoint End User License Agreement found at <https://bccsoftware.com/redpoint-eula>, as may be revised from time to time, and only use the Services in compliance with the permitted uses set forth in Appendix A thereto.

Section 3.16.03 - For the Move Update Server, Licensee is required to register with USPS directly (see <https://postalpro.usps.com>).

ARTICLE IV: SOFTWARE SUPPORT AND MAINTENANCE

Section 4.01 - Software Support: During the License Term, Licensee can access a commercially reasonable amount of the Software Support to which it is entitled via telephone, email, or Licensor's Customer Portal. If Licensee requests support in the processing of a specific data file, that file may be stored in a secure environment to facilitate resolution of the issue. Software Support may be provided by means of Internet remote access. If Licensee permits such access, Licensor will control and gather information on Licensee's computer through the installation and use of remote access software. Installation and use of the remote access software by Licensee indicates Licensee's permission for Licensor to provide Software Support in this way. Some or all of the remote access software files may remain on Licensee's computer after the Software Support session has ended. Title to the remote access software and all intellectual property rights included therein remains with Licensor and/or its licensors. Use of the applicable remote access software may be subject to additional licensing terms. Licensee may not disassemble or reverse engineer any portion of the remote access software. While remote access Software Support is provided, Licensor will only access, control, and gather information on Licensee's computer that Licensor reasonably believes is necessary to analyze and provide assistance with the issue for which Licensee has requested Software Support. Before beginning a remote access session, Licensee should close all files and applications that are not relevant to the issue for which Licensee has requested Software Support. The remote access application or the features of Licensee's computer will allow Licensee to terminate the remote access Software Support session at any time.

Section 4.02 Software Maintenance: Updates shall be provided on an as-needed basis. Licensor shall have no maintenance obligations apart from the provision of the Updates.

Section 4.03 Exclusions: Licensor shall have no obligation to support or maintain (a) Software modified without Licensor's prior written consent; (b) Software used in an unauthorized manner; (c) Software used in a manner not contemplated by this Agreement or the Documentation; (d) third party applications or other third party technologies, including the effects those applications or technologies may have on the Software; (e) corruption, damage, or upgrading of operating systems, network software, database engines, or clients; (f) Software installed on any computer hardware or used with any software not specified in the Documentation; (g) Software for which Licensee has not installed the most recent release; (h) any process required to migrate the Software to new environments, operating systems, or hardware, including issues related to these activities; (i) custom applications, wrappers, macros, or scripts not native to the Software; (j) onboarding or customer training; (k) network troubleshooting; (l) operating systems not specified in the Documentation; (m) operating systems not specified in the Documentation; or (n) Software failures caused by power failures, fluctuations, brownouts, or telecommunication line disruptions and outages.

Section 4.04 Suspension: Licensor may suspend the provision of Software Support without penalty if Licensee (a) requests or accesses Software Support in a commercially unreasonable amount, (b) requests assistance on more than one (1) occasion with issues excluded from Licensor's Software Support obligations; or (c) engages in threatening, abusive, or harassing behavior towards Licensor employees or representatives, including, for example, frequent use of profane or vulgar language.

ARTICLE V: PAYMENT

Section 5.01 - License Fees: Licensee shall pay the License Fee to Licensor in accordance with Licensor's then-current fee schedule and pricing terms. Unless otherwise agreed to in writing by Licensor, payment of all License Fees must be made within thirty (30) days of the date on which the Order is accepted by Licensor. All amounts not paid within that time period shall be subject to an interest charge of one and one-half percent (1.5%) per month or the highest rate under applicable law effective from the invoice date. Licensor reserves the right to increase the License Fee and fee charged for Software Maintenance and Software Support for any renewal term.

Pre-paid credits may be purchased for the Services. Subject to Section 3.16.01, these credits will expire twenty-four (24) months after the date of purchase.

Section 5.02 - Taxes: Licensee shall pay any and all applicable taxes (excluding income taxes measured by Licensor's income and assessed against Licensor). To the extent Licensee is exempt from sales and use taxes, Licensee shall provide Licensor with written notice and proof of such exemption within ten (10) days from the invoice date. If Licensee fails to provide such exemption within that time period, Licensee will pay Licensor the invoice as issued.

ARTICLE VI: TERMINATION, CANCELLATION, AND RENEWAL

Section 6.01 - Termination Limitations: This Agreement shall only be terminated or cancelled as provided under this Article VI.

Section 6.02 - Term: This Agreement shall commence on the Effective Date and remain in effect for as long as Licensee maintains an active license for Software or Services unless terminated earlier pursuant to the terms herein.

Section 6.03 - Renewal: The Initial Term for Software or Services licensed under this Agreement shall be set forth in the applicable Order. Following the end of the Initial Term, the applicable Software or Service license may be renewed for additional successive one (1) year terms (each a "Renewal Term"). Licensor will provide Licensee with the terms and pricing for a Renewal Term (a "Renewal Quote") at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term. If Licensee does not notify Licensor in writing by the end of the Initial Term or the then-current Renewal Term that it will not be renewing the applicable license(s), Licensor may elect, in its sole discretion, to (a) terminate the applicable license(s) with immediate effect or (b) continue the license(s) under the terms and pricing set forth in the Renewal Quote. If Licensor elects to so continue the license(s), Licensee must pay the full amount set forth in the Renewal Quote within thirty (30) days of the beginning of the applicable Renewal Term.

If Licensor elects, in its sole discretion, not to offer a renewal of any license, it may terminate said license with immediate effect at the end of the Initial Term or the then-current Renewal Term after providing written notice to Licensee no less than thirty (30) days before the end of said term. License Fees and other fees for a Renewal Term will reflect the current pricing at the time of renewal. This pricing may be higher than the pricing for the Initial Term or the then-current Renewal Term.

Section 6.04 - Cancellation for Cause: If either party materially breaches its obligations under this Agreement, the non-breaching party may cancel this Agreement and any licenses granted hereunder by sending a Cancellation Notice describing the breach to the breaching party. Upon receipt of such Cancellation Notice, the breaching party shall have thirty (30) days from the date of such notice to cure any such breach ("Cure Period"). If such breach is not cured within the Cure Period, the non-breaching party shall have the right to cancel this Agreement and any licenses granted hereunder as of the expiration of the Cure Period. Notwithstanding the foregoing, Licensor may immediately cancel the Agreement and any licenses granted hereunder at any time if (a) Licensee has not paid the License Fee in accordance with the terms of Article V of this Agreement, or (b) has supplied false information to Licensor with respect to NCOALink® processing and completion of the required Processing Acknowledgement Form. In the event that Licensee engages in threatening, abusive, or harassing behavior towards Licensor employees or representatives, including, for example, frequent use of profane or vulgar language, Licensor may, in its sole option, (a) immediately cancel this Agreement and any licenses hereunder or (b) continue with the Agreement on the condition that Licensee no longer initiate any contact with Licensor or its employees or representatives.

Section 6.05 - Destruction of and Cease of Use of Software: Upon termination, expiration, or cancellation of this Agreement, Licensee shall destroy all Software and Documentation provided to Licensee by Licensor and cease use of the Software and Documentation. An officer of

Licensee shall certify Licensee's destruction and cease of use of the Software and Documentation.

Section 6.06 - Destruction and Cease of Use of Services: Upon termination, expiration, or cancellation of this Agreement, Licensee's right to access and use the Services shall immediately cease and Licensee shall return or destroy any information received from the Services.

Section 6.07 - Continuing Payment Obligation: Termination, expiration, or cancellation of this Agreement shall not relieve Licensee of its obligation to pay for any Services or Software performed or provided by Licensor.

ARTICLE VII: WARRANTY AND LIMITATION OF LIABILITY

Section 7.01 - Software:

(a) Licensor warrants to Licensee for a period of thirty (30) days from the Delivery Date (referred to as the "Warranty Period") that the Software shall operate substantially in accordance with the functional specifications in the Documentation. If during the Warranty Period a defect in the Software appears, Licensee may return the Software to Licensor for either replacement or, if so elected by Licensor, refund of amounts paid by Licensee under this Agreement. Licensee agrees that the foregoing constitutes Licensee's sole and exclusive remedy for breach by Licensor of any Software warranties made under this Agreement.

(b) Notwithstanding anything to the contrary in this Agreement, Licensor warrants, where applicable, that the distributed version of the Software meets documented certifications, such as CASS™, PAVE™, etc., provided that it is used only with distributed shared libraries. Any changes or modifications to the shared libraries or changes or modifications (including attempts to reverse engineer the Software in order to make changes or modifications) to the Software will invalidate these certifications. Licensor is not responsible for any problem or failure of the Software to operate resulting therefrom.

(c) LICENSEE ACKNOWLEDGES THAT BECAUSE OF THE COMPLEXITY OF COMPUTER TECHNOLOGY, LICENSOR CANNOT GUARANTEE THAT SOFTWARE WILL OPERATE UNINTERRUPTEDLY OR ERROR-FREE. LICENSEE SHOULD NOT RELY EXCLUSIVELY ON THE RESULTS GENERATED BY THE SOFTWARE, BUT LICENSEE SHOULD INDEPENDENTLY VERIFY THE ACCURACY OF THOSE RESULTS.

(d) Disclaimer. FOREGOING WARRANTIES APPLY TO THE ORIGINAL LICENSEE ONLY AND ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF SUITABILITY, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

Section 7.02 - Services:

(a) Licensee is obligated to examine the deliverables generated from the Services and to notify Licensor in writing of any non-conformity in the deliverables within ten (10) days of receipt. If Licensee so notifies Licensor, then, unless Licensor reasonably disputes Licensee's claim, Licensor shall, at Licensor's sole option and as Licensee's sole remedy, either re-perform the Services for the nonconforming job or issue Licensee a credit for the amount paid for the nonconforming job.

(b) LICENSEE ACKNOWLEDGES THAT THE SERVICES AND THE DELIVERABLES GENERATED FROM THE SERVICES MAY BE LESS THAN 100% ERROR FREE. LICENSOR DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, AVAILABILITY, SPEED, COMPLETENESS, CURRENTNESS, FUNCTIONALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES. LICENSOR IS PROVIDING THE SERVICES ON AN "AS IS", "AS AVAILABLE" BASIS AND MAKES NO REPRESENTATIONS

OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES. LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Section 7.03 - Limitation of Damages:

NEITHER LICENSOR, NOR ITS PARENT, OWNERS, AFFILIATES, SUBSIDIARIES, OFFICERS, EMPLOYEES, MANAGERS, SUPPLIERS, DATA PROVIDERS, SUCESSORS OR ASSIGNS SHALL BE LIABLE TO LICENSEE (OR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH LICENSEE) FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE SOFTWARE OR SERVICES, USE OF THE SOFTWARE OR SERVICES, OR LICENSOR'S PROVISION OF THE MAINTENANCE AND SUPPORT SERVICES, INCLUDING ANY LOST REVENUE OR PROFITS, BUSINESS INTERRUPTION, POSTAL PENALTIES OR DAMAGE TO BUSINESS REPUTATION, REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED, INCLUDING CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF LICENSOR HAS BEEN OR IS HEREAFTER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND LICENSEE HEREBY WAIVES ALL CLAIMS FOR SUCH DAMAGES. IN NO EVENT WILL LICENSOR'S MAXIMUM AGGREGATE LIABILITY TO LICENSEE (OR ANY PARTY MAKING A CLAIM THROUGH LICENSEE) IN CONNECTION WITH THIS AGREEMENT AND ANY ORDERS OR ANY AMENDMENT OR ADDENDUM HERETO EXCEED THE AMOUNT PAID BY LICENSEE TO LICENSOR FOR THE SOFTWARE OR SERVICES GIVING RISE TO A CLAIM IN THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

LICENSOR WILL HAVE NO LIABILITY FOR ANY PROBLEM, INCLUDING ANY PROBLEM WHICH WOULD OTHERWISE BE A BREACH OF WARRANTY, CAUSED BY FAILURES RESULTING FROM OR ACTIONS BASED ON ANY (I) CHANGES MADE TO THE SOFTWARE, SERVICES, OR DATA BY LICENSEE; (II) CHANGES MADE TO THE OPERATING CHARACTERISTICS OF COMPUTER HARDWARE OR OPERATING SYSTEMS AFTER THE INSTALLATION OF THE SOFTWARE; (III) FAILURE TO FOLLOW LICENSOR'S INSTALLATION, OPERATION, OR MAINTENANCE INSTRUCTIONS FOR THE SOFTWARE OR SERVICES; (IV) INTERACTION OF LICENSEE'S SOFTWARE OR SYSTEMS OR THIRD PARTY SOFTWARE OR SYSTEMS WITH THE SOFTWARE OR SERVICES; (V) MISUSE, ACCIDENTS, OR NEGLIGENT ACTS OR OMISSIONS BY LICENSEE, LICENSEE'S EMPLOYEES OR AGENTS, OR ANY THIRD PARTY; (VI) INCORRECT OR INACCURATE DATA OR INFORMATION PROVIDED BY A THIRD PARTY; OR (VII) ACTS OF NATURE.

Section 7.04 - Indemnification: Licensee agrees to indemnify and hold Licensor, its parents, owners, subsidiaries, affiliates, officers, employees, data providers and suppliers, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) Licensee's or its customers' use of the Services or Software, (ii) violation or breach of this Agreement by Licensee or its customers, (iii) unauthorized access to or use of the Services or Software, including data derived from the Services or Software, by Licensee or any of its employees, agents, representatives, or customers or any third party gaining access through Licensee; (iv) injury or damage received or sustained by any person, persons or property growing out of, occurring, or attributable to mailing lists processed using the Services or Software, resulting from the negligence or intentional misconduct, including any unauthorized disclosure or misuse of the Services or Software, including data derived from DPV®, DSF²® and NCOALink®, by Licensee or Licensee's employees, agents, representatives, or customers (v) violation by Licensee of any applicable law; or (vi) the infringement by Licensee of any intellectual property rights of any person or entity.

Section 7.05 - Force Majeure: Licensor shall not be liable to Licensee for failing to perform its obligations under this Agreement because of circumstances beyond the control of Licensor. Such circumstances shall include, but not be limited to, any acts or omissions of any

government or governmental authority, natural disaster, act of a public enemy, riot, sabotage, dispute or differences with workmen, power failure, delays in transportation or deliveries of supplies or materials, acts of God, terrorism, national or regional emergencies, government action, government order, disease, epidemic, pandemic, quarantine, communication outages, Internet outages, fires, floods, computer network failures, outages caused by hackers, sabotage, viruses, worms, or other third-party wrongful actions, or any other events reasonably beyond the control of Licensor.

ARTICLE VIII: INTELLECTUAL PROPERTY

Section 8.01 - Ownership and Title: Title to the Software, Services, and Documentation including ownership rights to patents, copyrights, trademarks and trade secrets therein shall be the exclusive property of Licensor.

Section 8.02 - Modifications: Licensee shall not modify the Software or Services and shall not allow the Software or Services to be modified by any third party without the prior written consent of Licensor. Licensee shall not use the Software or Services or any materials incident thereto to develop any derivative products without the prior written consent of Licensor. If the Software or Services are modified, such modifications shall be the sole and exclusive property of Licensor, and Licensee shall assign to Licensor all of its rights, title and interests to such modifications and any resulting derivative products, including (but not limited to) any and all copyrights, patents and trade secrets related thereto.

Section 8.03 - Access: Licensee may not (and is not licensed to) offer or facilitate access to or use of the Software or Services to third parties. Regardless of whether Licensee is accessing the Software or Services directly or through an integrated product, only Licensee's employees and authorized contractors may access or use the Software or Services. Rights to access the Software or Services on a particular device do not give Licensee any right to implement Licensor patents or other Licensor intellectual property in the device itself or in any other software or devices.

Section 8.04 - U.S. Government Restricted Rights: This Section 8.04 shall not apply unless Licensee is the U.S. Government or an agency or department thereof (collectively "Government"). The Software and Documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (b)(1) and (2) of the Commercial Computer Software License clause at 48 C.F.R. 52.227-19.

Section 8.05 Trademarks: BCC Mail Manager™, BCC Mail Manager™ LE, BCC Mail Manager™ FS, TagIt™ Pro, ZIPFOURce™, Datavolve®, cQuencer™, Data Services Manager™, Bulk Mailer®, LENS®, BCC Architect™, BCC Presort™, BCC Post-Presort™, MAILdb™, BCC Ignite™, Track N Trace®, GoData®, Compliance+™, TaskMaster™, Satori®, Satori Software®, BCC™, BCC Software™, DAT-MAIL™, Enterprise Shipper®, PostalWeb®, and Scheduler™ are trademarks of Licensor. No right, license, or interest to such trademarks is granted hereunder, and Licensee agrees that Licensee shall assert no such right, license, or interest with respect to such trademarks.

The USPS is the owner of numerous trademarks, including but not limited to: United States Postal Service®, The Postal Service®, Post Office™, United States Post Office®, the Eagle logo, ZIP + 4®, CASS™, CASS Certified™, DPV®, eLOT®, RDI™, LACSLink®, NCOALink®, and SuiteLink®.

ARTICLE IX: SECURITY

At all times, Licensee shall maintain (a) appropriate security controls to restrict access to the hardware, software (including the server and workstations), and data used in connection with the Software and Services and to ensure a secure environment for maintaining that hardware, software, and data, (b) personnel and management policies sufficient to provide reasonable

assurance of the trustworthiness and competence of its employees and the satisfactory performance of their duties and in accordance with all applicable laws, rules and regulations, and (c) appropriate computer and network security controls, including the use of reasonable security procedures which are sufficient to ensure that documents, notices and other information specified in this Agreement that are electronically created, communicated, processed, stored, retained, transmitted, or retrieved are authentic, accurate, reliable, complete, and confidential, and that business records and data are protected from improper access.

Licensor shall at all times retain sole and exclusive ownership of the Software and Services and, as between the parties, the Software is Confidential Information. Licensee shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Software or Services, and notify Licensor promptly, but in no event later than twenty-four (24) hours, after the occurrence of such unauthorized use. Licensee shall not: (a) allow access to the Software or Services by unauthorized parties, (b) modify, copy, sell, rent, transfer, reproduce or distribute the Software, except as specifically provided in the Agreement, (c) use the Software or Services to provide processing services to or otherwise for the benefit of third parties whose primary business is in the field of data processing or data marketing, (d) use the Software or Services for application development purposes, or (e) create Internet "links" to or from the Software or Services, or "frame" or "mirror" any of Licensor's content which forms part of the Software or Services. Licensee shall at all times comply with terms and conditions applicable to third-party software provided with the Software. Licensor reserves all rights in the Software not expressly granted herein.

Licensee consents to the transfer of certain data, including, but not limited to, the activation code and data regarding the hardware configuration, during the Software activation process.

Licensor reserves the right to monitor network traffic to facilitate Software activation and identify unauthorized attempts to access the Services, upload or change information, or otherwise cause damage.

Licensee acknowledges that the Software and Services may include features that ensure that Licensee's use of the Software and/or Services complies with the terms of this Agreement.

Anyone who is provided a login ID and password by Licensee could, inadvertently or otherwise, disrupt the transmission of data or otherwise adversely affect the Services. Licensee personnel and Users with login access to Licensee's subscription data will have access to Licensee's data and account administration features. The sharing of login IDs with Licensee's customers could compromise the security of Licensee's other customers' data. Any sharing of login IDs is prohibited, and Licensor will not be responsible for any actions resulting from the sharing of login IDs. Users are to be issued a unique login ID and password.

In the event that Licensee is authorized to allow its customers to access the Services, such access must be carried out in accordance with Licensor's procedures, as revised from time to time. A list of such customers shall be provided to Licensor, and Licensor shall maintain the list of customers that have access to the Services. Licensee shall also maintain a current list of customers with access to the Services. This list must include each customer login ID. Licensee is responsible for promptly providing written or email notification to Licensor of any changes in Licensee's personnel with access to the Services, including but not limited to notification of any termination of employment of personnel with access to the Services, and deactivating such personnel's login ID. Licensee shall also promptly inform Licensor of any changes to its customers' login ID which occur for any reason.

Licensee should encourage its personnel and Users to terminate Services and Software sessions each time they leave their workstations and to abide by other reasonable security measures.

If Licensee learns of any breach of security, misuse of passwords, unauthorized access, or violation of security procedures by any of its personnel or Users, Licensee shall promptly provide written or email notification to Licensor.

Licensee is responsible for any of its personnel or Users who have access to the Services or Software, and for any unauthorized attempts to upload or change information, or otherwise cause damage to Licensor or third parties.

ARTICLE X: CONFIDENTIALITY

Licensee agrees not to disclose to any third party any information related to Licensor's business, products, processes or services ("Confidential Information") and to protect its confidentiality using at least the same degree of care that Licensee uses to protect its own confidential information, which shall under no circumstances be less than reasonable. If Licensee receives an order from a court or other governmental body that requires disclosure of Licensor's Confidential Information, then Licensee shall notify Licensor of the order and shall assist Licensor in seeking an appropriate protective order in advance of making any such disclosure. Licensee agrees not to allow or enable the reverse engineering, decompiling or disassembling of any of the Software, Services or products provided or associated with the Software or Services, including without limitation deriving any data, algorithms, or source code. Licensee acknowledges that Licensor maintains records of access to the Services in order to comply with laws and with requirements of third parties, that in certain circumstances Licensor may be required to disclose Licensee's use of the Services in order to meet these requirements, and that nothing in this Agreement shall prevent Licensor from making such disclosure.

Licensee agrees that aspects of the licensed materials, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of Licensor and are Confidential Information. If Licensee provides Licensor with any suggestions, ideas, feedback, error identifications or other information related to the Software or Services or Licensee's use and evaluation of the Software or Services (together, "Feedback") or makes any modifications to the Software or Services (whether or not authorized hereunder), Licensee hereby assigns to Licensor all right, title and interest in and to all Feedback and modifications, including all intellectual property rights therein, and agrees to assist Licensor in perfecting such rights. In addition, all such Feedback and modifications will be the Confidential Information of Licensor.

Licensee acknowledges that there are inherent risks in the electronic transmission of data. Licensor is not liable for any unauthorized access, disclosure, or dissemination of Licensee's information.

Licensee understands that DPV®, DSF²® and NCOALink® and subsequent revisions thereof are confidential and proprietary property of the USPS and shall remain the property of the USPS. Nothing contained in this Agreement shall give Licensee any right, title, or interest in or to DPV®, DSF²® and NCOALink® except as a customer of the Services for mailing list processing.

DPV®, DSF²® and NCOALink® require Licensee to have access to address information (i.e. addresses and return addresses) that appears on mailpieces. To ensure the confidentiality of this address information, except as permitted, no employee or former employee of Licensee

may disclose to any third party any address information obtained using the Services. Licensee agrees to prohibit the unauthorized reproduction of this information. Licensee acknowledges that unauthorized use and/or disclosure of this information will irreparably harm USPS® intellectual property.

ARTICLE XI: EXPORT

Export laws and regulations of the United States (including those destinations where export or use would be prohibited by the U.S. Office of Foreign Assets Control (OFAC) sanction program lists) and any other relevant local export laws and regulations apply to the Software and Services. Licensee agrees that such export control laws govern Licensee's use of the Software (including technical data) and any Services deliverables provided under this Agreement, and Licensee agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Licensee agrees that no data, information, program, and/or materials resulting from the Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws.

ARTICLE XII: MISCELLANEOUS

Section 12.01 - Assignments: Licensee may not assign this Agreement, or any part thereof, without the prior written consent of Licensor. If Licensor is acquired by or merges with a third party entity, it may assign or transfer this Agreement to the acquiring or successor entity without the consent of Licensee.

Section 12.02 - Entire Agreement: This Agreement contains the entire understanding of the parties and supersedes previous verbal, written and click-through agreements between the parties concerning licensing of the Software or Services. Any terms in Licensee's purchase orders, requests for quotation, or other purchasing documents issued by Licensee, including, but not limited to, any links or references to additional terms or conditions contained therein, are void, without effect, and in no way incorporated under this Agreement.

Section 12.03 - Amendments and Modifications: Waiver, alteration, modification, or amendment of a provision of this Agreement shall not be binding against Licensor unless such waiver, alteration, modification or amendment is in writing and signed by Licensor. Licensor reserves the right to modify this Agreement at any time under the terms set forth in Section 12.06.

Section 12.04 - Severability: If a provision of this Agreement is rendered invalid, the remaining provisions shall remain in full force and effect. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, and if any provision of this Agreement is held illegal, invalid or void, such provision may be changed to the extent reasonably necessary to make the provision, as so changed, legal, valid and binding. In any event, the remaining provisions of this Agreement shall not be affected or impaired and, to that end, the provisions of this Agreement shall be severable.

Section 12.05 - Captions: The headings and captions of this Agreement and any amendment, modification, or addendum thereto are inserted for reference convenience and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

Section 12.06 - Changes: Licensor reserves the right to revise, update, modify, add to, delete from, or supplement this Agreement, in its sole discretion, at any time, and such changes will be effective when posted through the Software or Services, on Licensor's website for the Software or Services, in Licensor's Customer Portal, or at <https://bccsoftware.com/master-software-license-agreement> or when Licensor notifies Licensee by other means. Licensee's continued use of the Software or Services after the Agreement has been so changed indicates its agreement to the changes.

Section 12.07 - Governing Law and Jurisdiction: This Agreement shall be governed by and subject to the internal laws (exclusive of the Conflicts of Law provisions) and decisions of the

courts of the State of New York. Each party hereby submits to the exclusive jurisdiction of the state and federal courts in the State of New York and to venue in the state and federal courts located in Monroe County, New York.

Section 12.08 - Notice: All communications shall be in writing. Notices shall be deemed delivered when delivered by Certified Mail or overnight courier. Notice shall be deemed given on the date of receipt - as evidenced in the case of Certified by Return Receipt. Licensor's address for notice is 1890 Winton Road South, Suite 180, Rochester, NY 14618. Licensee's address for notice is the address given in the Order.

Section 12.09 - Pronouns/Gender: Pronouns and nouns shall refer to the masculine, feminine, neutral, singular or plural as the context shall require.

Section 12.10 - Waiver: Waiver of breach of this Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision.

Section 12.11 - Relationship of the Parties: It is agreed that the relationship of the parties is primarily that of Licensee and Licensor. Nothing herein shall be construed as creating a partnership, an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party maintains its separate identity.

Section 12.12 - No Contest: Licensee shall not contest or aid in contesting the ownership or validity of the trademarks, service marks, trade secrets, patents, or copyrights of Licensor.

Section 12.13 - Assurances: Each party hereby represents and warrants that, to the best of its knowledge, all representations, warranties, recitals, statements and information provided to the other party under this Agreement are true, correct and accurate as of the date of this Agreement.

Section 12.14 - Litigation Expense: In the event of litigation arising out of this Agreement, the reasonable costs of such litigation, including, but not limited to, reasonable attorney fees, travel expenses, deposition costs, expert witness expenses and fees, court costs, and other costs incurred in connection with bringing or defending such action whether or not incurred in trial or appeal shall be recovered by the prevailing party from the non-prevailing party.

Section 12.15 - Injunction: Licensee agrees that any breach of the provisions of this Agreement will cause irreparable injury to Licensor so that Licensor shall be entitled to injunctive relief in addition to any other remedies that may be available.

Section 12.16 - Books and Records; Audit: Licensee agrees that it shall maintain current, accurate, and complete books and records relating to its usage of the Software and Services.

Licensee agrees that Licensor, or any designee of Licensor, shall have the right to inspect, review, and audit all such books, records, any source documents used in the preparation of said books and records, and, if necessary, the systems on which the Software has been installed and/or the Services have been used during normal business hours upon written notice to Licensee at least fourteen (14) days prior to commencement of any such inspection, review, or audit. Such audit shall be strictly limited to those books, records, and systems related to Licensee's use of the Software or Services and compliance with this Agreement. The right to audit shall not exceed two (2) audits per calendar year.

Section 12.17 - Third Party Beneficiary: This Agreement inures to the benefit of Licensor's data providers.

Section 12.18 - Customer Portal: During the License Term, Licensee can log in to the BCC Software™ Customer Portal for important announcements, coverage of industry issues, posting and reading posts in the User Forum, product information, and account details, as well as to access (a) the Software, Services, and Documentation it has licensed and (b) the Software

Support and Software Maintenance to which it is entitled. Use of any Software, Services, Documentation, Software Support, or Software Maintenance downloaded or accessed through the Customer Portal is governed by this Agreement. Other features of the Customer Portal are governed by its Terms of Use and BCC's Privacy Policy.

Section 12.19 - Counterparts: This Agreement may be executed in counterparts (including electronic counterparts), each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, email, or other electronic format (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., DocuSign), and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 12.20 - Survival: All rights and obligations of the parties pertaining to (i) the protection or use of proprietary and confidential data and information, (ii) improper or unlawful use of the Software, Services, or Documentation, (iii) Articles I, V, VII, VIII, X, XI, and XII, and (iv) Sections 2.02, 2.08.01, 2.08.02, 2.08.03, 3.11, 3.16.02, 6.05, 6.06, and 6.07 of this Agreement shall survive the termination, expiration, or cancellation of this Agreement.